



# City Council Agenda

August 2, 2021  
7:00 p.m.

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

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**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 July 22, 2021 \$2,177,645.04
  - 2. Payroll of July 8, 2021 \$212,412.22; July 22, 2021 \$179,666.98
- B. Finance Report July 22, 2021
- C. City Council Minutes of July 19, 2021
- D. TIFA Targeted Development Minutes of June 29, 2021
- E. TIFA Minutes of May 18, 2021
- F. Governance Board Minutes of June 17, 2021
- G. Minutes of the 2021 July Board of Review
- H. MML Board of Trustees Election Ballot
- I. Hillsdale College Alley Closure Agreement – Welcome Party
- J. 2021 Archery Deer Hunt
- K. Hillsdale College Alley Closure/Noise Variance College Student Involvement Fair
- L. Hillsdale College Street Closure/Noise Variance Freshman Convocation
- M. Hillsdale College Alley Closure/Noise Variance Freshman Dinner

**VI. Communications/Petitions**

- A. MEDC Letter – 2021 Water-Related Infrastructure
- B. Michigan Gas Utilities – 2022-2023 EWR Plan
- C. Hillsdale County Recreation Plan Resolution

**VII. Introduction and Adoption of Ordinances/Public Hearing**

**VIII. Old Business**

- A. American Rescue Act Update - City Manager Mackie
- B. Infrastructure Construction Update – DPS Director Jake Hammel

**IX. New Business**

- A. Vacant Land Offer – 203 Development Drive
- B. City of Hillsdale Employee Handbook
- C. Broadband Task Force
- D. Declaring Hillsdale a Sanctuary for the Unborn
- E. IAFF (Fire Fighter Local 961 Union Contract)

**X. Miscellaneous Reports**

- A. Proclamations- None
- 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 07/22/2021 - 07/22/2021  
BOTH JOURNALIZED AND UNJOURNALIZED  
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101720							
582-175.000-726.000	07/13/21	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	155160	07/29/21	94.00	101720
590-175.000-726.000	07/13/21	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	155160	07/29/21	47.00	101720
591-175.000-726.000	07/13/21	ARROW SWIFT PRINTING	4 CASES OF BLANK PAPER	155160	07/29/21	47.00	101720
Total For Check 101720						188.00	
Check 101721							
271-790.000-801.000	07/01/21	AVC TECHNOLOGY CORP	TIME IT PRINT IT LIBRARY SOFTWARE	CW50716	07/30/21	400.00	101721
Total For Check 101721						400.00	
Check 101722							
271-790.000-982.000	07/06/21	BAKER & TAYLOR COMPANY	BOOKS	2036070731	07/30/21	15.10	101722
271-790.000-982.000	07/06/21	BAKER & TAYLOR COMPANY	BOOKS	2036070730	07/30/21	14.57	101722
271-790.000-982.000	06/22/21	BAKER & TAYLOR COMPANY		2036049049	07/30/21	73.97	101722
271-790.000-982.000	06/23/21	BAKER & TAYLOR COMPANY		2036052359	07/30/21	15.09	101722
271-790.000-982.000	07/22/21	BAKER & TAYLOR COMPANY		2036049048	07/30/21	111.45	101722
Total For Check 101722						230.18	
Check 101723							
582-544.000-726.800	06/30/21	BECKER & SCRIVENS	LIMESTONE	91292	07/29/21	95.70	101723
Total For Check 101723						95.70	
Check 101724							
582-000.000-202.100	07/22/21	BERLIN, LARYSSA Q	UB refund for account: 025915	07/22/2021	07/29/21	66.58	101724
Total For Check 101724						66.58	
Check 101725							
590-547.000-801.000	06/30/21	BIOLOGICAL RESEARCH SOLUTIONS	STERILITY TESTING	6840	07/29/21	75.00	101725
Total For Check 101725						75.00	
Check 101726							
101-295.000-740.000	07/13/21	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	123211	08/12/21	398.93	101726
Total For Check 101726						398.93	
Check 101727							
582-000.000-255.000	07/22/21	BROOKS, JUSTIN S	UB refund for account: 024970	07/22/2021	07/29/21	84.00	101727
Total For Check 101727						84.00	
Check 101728							
582-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	11.42	101728
582-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	25.01	101728
582-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	1.48	101728
582-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	1.02	101728
582-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	0.55	101728
590-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	12.48	101728
590-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	15.61	101728
591-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	13.37	101728
591-000.000-202.100	07/22/21	BUZZARD, JADON J	UB refund for account: 026706	07/22/2021	07/29/21	7.06	101728
Total For Check 101728						88.00	
Check 101729							
582-544.000-930.000	06/30/21	BRYAN MUNICIPAL UTILITIES	MUTUAL AID JUNE 22-23, 2021	JULY 15, 2021	07/29/21	5,350.80	101729
Total For Check 101729						5,350.80	
Check 101730							
101-295.000-930.000	07/01/21	CARD SERVICES CENTER	TRANSFORMERS FOR RUNWAY LIGHTS	DIGIKEY	07/22/21	74.66	101730

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101730							
271-790.000-726.000	07/01/21	CARD SERVICES CENTER		20210701	07/30/21	45.92	101730
271-790.000-726.000	07/01/21	CARD SERVICES CENTER		20210701	07/30/21	37.42	101730
271-790.000-726.000	07/01/21	CARD SERVICES CENTER		20210701	07/30/21	13.78	101730
Total For Check 101730						171.78	
Check 101731							
591-544.000-801.000	07/08/21	CEM SUPPLY, INC	ELECTRIC MOTOR REWIND/RECONDITION -	155640/1	07/29/21	3,729.83	101731
Total For Check 101731						3,729.83	
Check 101732							
582-175.000-880.000	06/30/21	CHESTNEY PUBLISHING	SUMMER MICHIGAN PARENT	11186	07/29/21	25.00	101732
590-175.000-880.000	06/30/21	CHESTNEY PUBLISHING	SUMMER MICHIGAN PARENT	11186	07/29/21	12.50	101732
591-175.000-880.000	06/30/21	CHESTNEY PUBLISHING	SUMMER MICHIGAN PARENT	11186	07/29/21	12.50	101732
Total For Check 101732						50.00	
Check 101733							
101-441.000-801.000	07/08/21	CINTAS CORPORATION	CLEANER & DISPENSER	4089317148	07/22/21	37.43	101733
Total For Check 101733						37.43	
Check 101734							
582-544.000-930.000	06/30/21	COLDWATER BOARD OF PUBLIC UTILITY	MUTUAL AID PROVIDED JUNE 21 - 23, 2021	JULY 20, 2021	07/29/21	45,553.33	101734
Total For Check 101734						45,553.33	
Check 101735							
582-000.000-249.100	06/30/21	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP - JUNE 2021	06.30.2021	07/22/21	2,660.82	101735
Total For Check 101735						2,660.82	
Check 101736							
591-544.000-801.000	07/14/21	CRAIG WICKHAM TREE SERVICE	CRANE TO INSTALL ELECTRIC PUMP MOTOR	7-14-21	07/29/21	675.00	101736
Total For Check 101736						675.00	
Check 101737							
271-790.000-726.000	07/14/21	CURRENT OFFICE SOLUTIONS	SUPPLIES	466876-01	07/30/21	48.38	101737
271-790.000-801.000	07/01/21	CURRENT OFFICE SOLUTIONS	COPIER LEASE	331886-00	07/30/21	149.14	101737
Total For Check 101737						197.52	
Check 101738							
101-253.000-726.000	07/15/21	CURRENT OFFICE SOLUTIONS	TONER	660667-00	08/14/21	76.99	101738
582-175.000-726.000	05/14/21	CURRENT OFFICE SOLUTIONS	PAPER, ROLL/SCISSORS	659443-00	07/29/21	55.67	101738
582-175.000-726.000	05/18/21	CURRENT OFFICE SOLUTIONS	DATE STAMP	659541-00	07/29/21	8.58	101738
582-175.000-726.000	05/21/21	CURRENT OFFICE SOLUTIONS	14 DGT CALCULATOR	659652-00	07/29/21	110.63	101738
590-175.000-726.000	05/14/21	CURRENT OFFICE SOLUTIONS	PAPER, ROLL/SCISSORS	659443-00	07/29/21	27.84	101738
590-175.000-726.000	05/18/21	CURRENT OFFICE SOLUTIONS	DATE STAMP	659541-00	07/29/21	4.29	101738
590-175.000-726.000	05/21/21	CURRENT OFFICE SOLUTIONS	14 DGT CALCULATOR	659652-00	07/29/21	55.32	101738
591-175.000-726.000	05/14/21	CURRENT OFFICE SOLUTIONS	PAPER, ROLL/SCISSORS	659443-00	07/29/21	27.83	101738
591-175.000-726.000	05/18/21	CURRENT OFFICE SOLUTIONS	DATE STAMP	659541-00	07/29/21	4.29	101738
591-175.000-726.000	05/21/21	CURRENT OFFICE SOLUTIONS	14 DGT CALCULATOR	659652-00	07/29/21	55.31	101738
Total For Check 101738						426.75	
Check 101739							
409-756.000-801.000	07/01/21	DAVID MINNINBURG	CONCERT IN THE PARK PERFORMANCE	07.01.2021	08/03/21	400.00	101739
Total For Check 101739						400.00	
Check 101740							
582-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINTING/INSERT/MAIL UTILITY BILLS	10645	07/29/21	1,252.65	101740

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101740							
582-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINT/INSERT/POSTAGE OF UTILITY BIL	10646	07/29/21	1,918.44	101740
590-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINTING/INSERT/MAIL UTILITY BILLS	10645	07/29/21	626.32	101740
590-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINT/INSERT/POSTAGE OF UTILITY BIL	10646	07/29/21	959.22	101740
591-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINTING/INSERT/MAIL UTILITY BILLS	10645	07/29/21	626.32	101740
591-175.000-801.000	07/21/21	DELAWARE SYSTEMS	PRINT/INSERT/POSTAGE OF UTILITY BIL	10646	07/29/21	959.21	101740
Total For Check 101740						6,342.16	
Check 101741							
591-000.000-158.000-21	07/06/21	DIXON ENGINEERING & INSPECTION	1,000,000 GALLON COMPOSITE ELEVATED	14101-001	07/29/21	322,065.00	101741
Total For Check 101741						322,065.00	
Check 101742							
101-441.000-801.000	06/29/21	DRY MAR TRUCKING & DIRTWORKS	INVENTORY CONCRETE PAD @ DPS	06292021	07/22/21	11,250.00	101742
591-544.000-930.000	07/07/21	DRY MAR TRUCKING & DIRTWORKS	18 YARDS TOP/TRUCKING	7-7-21	07/29/21	611.00	101742
Total For Check 101742						11,861.00	
Check 101743							
582-175.000-801.000	07/05/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR JUNE/CARPET CLEANING	0009244	07/29/21	500.00	101743
590-175.000-801.000	07/05/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR JUNE/CARPET CLEANING	0009244	07/29/21	250.00	101743
591-175.000-801.000	07/05/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR JUNE/CARPET CLEANING	0009244	07/29/21	250.00	101743
Total For Check 101743						1,000.00	
Check 101744							
101-301.000-742.000	07/16/21	ERIC GIACOBONE	2021 EQUIPMENT ALLOWANCE - BOOTS/HA	111-3438286-7417	07/22/21	173.35	101744
Total For Check 101744						173.35	
Check 101745							
101-336.000-726.000	07/19/21	FAMILY FARM & HOME	1/2 GL ROUNDUP CONCENTRATE PLUS	000905/W	08/19/21	44.99	101745
101-441.000-930.000	07/07/21	FAMILY FARM & HOME	SCH40 PIPE, ELBOWS, PIPE CEMENT- RP	000896/W	07/22/21	16.64	101745
591-544.000-726.800	07/02/21	FAMILY FARM & HOME	CORDLESS SAWZALL/GREASE	891/54	07/29/21	134.89	101745
Total For Check 101745						196.52	
Check 101746							
409-756.000-801.000	07/01/21	FORTRESS PRODUCTIONS	AUDIO SYSTEM SUPPORT - CONCERT IN T	07.01.2021	08/10/21	1,260.00	101746
Total For Check 101746						1,260.00	
Check 101747							
582-544.000-861.000	07/16/21	GARRETT ADAMS	EXPENSES FOR LINEMAN SCHOOL	7/16/21	07/29/21	225.27	101747
Total For Check 101747						225.27	
Check 101748							
101-441.000-726.000	07/13/21	GELZER & SON INC	DEET REPEL	C427035	08/10/21	27.98	101748
101-756.000-726.000	07/01/21	GELZER & SON INC	PAINT FOR PAVILLION 1 @ OWENS PARK	B53085	08/10/21	42.99	101748
582-543.000-930.000	07/02/21	GELZER & SON INC	REPLACEMENT GAS SPOUT	B53238	07/29/21	11.49	101748
582-544.000-726.800	07/08/21	GELZER & SON INC	BUG SPRAY/WATER NOZZLE X 2	C426286	07/29/21	64.94	101748
582-544.000-726.800	07/09/21	GELZER & SON INC	HARDWARE	C426448	07/29/21	19.49	101748
591-544.000-930.000	07/08/21	GELZER & SON INC	FASTENERS & ANCHORS	B53824	07/29/21	22.49	101748
Total For Check 101748						189.38	
Check 101749							
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	38.61	101749
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	4.82	101749
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	1.80	101749
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	0.85	101749
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	0.66	101749

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101749							
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	0.59	101749
582-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	0.43	101749
590-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	13.93	101749
590-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	6.59	101749
591-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	5.64	101749
591-000.000-202.100	07/22/21	GIBBONS, AERO S	UB refund for account: 023251	07/22/2021	07/29/21	8.08	101749
Total For Check 101749						82.00	
Check 101750							
409-756.000-801.000	07/01/21	GOSPEL BARN MUSIC INC	CONCERT IN THE PARK PERFORMANCE	07.01.2021	07/22/21	400.00	101750
Total For Check 101750						400.00	
Check 101751							
640-444.000-730.000	07/14/21	GREENMARK EQUIPMENT	CARBURETOR (CHAIN SAW #101)	P45247	07/22/21	43.49	101751
640-444.000-730.000	07/14/21	GREENMARK EQUIPMENT	GASKET (CHAIN SAW #101)	P45260	07/22/21	1.79	101751
Total For Check 101751						45.28	
Check 101752							
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	68.64	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	47.84	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	9.32	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	4.72	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	4.24	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	3.48	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	1.48	101752
582-000.000-202.100	07/22/21	HARDING, WILLIAM L	UB refund for account: 010854	07/22/2021	07/29/21	0.28	101752
Total For Check 101752						140.00	
Check 101753							
590-547.000-727.500	07/07/21	HAVILAND PRODUCTS COMPANY	CHLORINE GAS CYLINDER/SULFUR DIOXID:	401652	07/29/21	680.00	101753
590-547.000-727.700	07/07/21	HAVILAND PRODUCTS COMPANY	CHLORINE GAS CYLINDER/SULFUR DIOXID:	401652	07/29/21	360.00	101753
Total For Check 101753						1,040.00	
Check 101754							
582-000.000-202.100	07/22/21	HEATH, SHIELA S	UB refund for account: 023729	07/22/2021	07/29/21	62.59	101754
Total For Check 101754						62.59	
Check 101755							
101-265.000-726.000	07/05/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	6305	08/04/21	28.50	101755
101-295.000-726.000	07/05/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	6305	08/04/21	9.50	101755
101-441.000-726.000	07/05/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	6305	08/04/21	9.50	101755
271-790.000-726.000	07/05/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	6305	08/04/21	4.75	101755
Total For Check 101755						52.25	
Check 101756							
244-174.000-801.000	07/14/21	HILLSDALE BUSINESS ASSOCIATION	SUMMER IN THE CITY SPONSORSHIP	07142021	07/30/21	500.00	101756
Total For Check 101756						500.00	
Check 101757							
582-175.000-905.000	06/30/21	HILLSDALE MEDIA GROUP	PUBLIC NOTICES	2106-00000849	07/29/21	45.73	101757
590-175.000-905.000	06/30/21	HILLSDALE MEDIA GROUP	PUBLIC NOTICES	2106-00000849	07/29/21	22.86	101757
591-175.000-905.000	06/30/21	HILLSDALE MEDIA GROUP	PUBLIC NOTICES	2106-00000849	07/29/21	22.86	101757
Total For Check 101757						91.45	
Check 101758							

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Check 101758							
582-175.000-801.000	06/30/21	HOOP LAWN & SNOW, LLC	CUT AND TRIM BPU SITES	06302021	07/29/21	2,000.00	101758
590-175.000-801.000	06/30/21	HOOP LAWN & SNOW, LLC	CUT AND TRIM BPU SITES	06302021	07/29/21	1,000.00	101758
591-175.000-801.000	06/30/21	HOOP LAWN & SNOW, LLC	CUT AND TRIM BPU SITES	06302021	07/29/21	1,000.00	101758
Total For Check 101758						4,000.00	
Check 101759							
582-000.000-202.100	07/22/21	HUTCHINS, DEEANNE E	UB refund for account: 010776	07/22/2021	07/29/21	95.84	101759
582-000.000-202.100	07/22/21	HUTCHINS, DEEANNE E	UB refund for account: 010776	07/22/2021	07/29/21	5.98	101759
582-000.000-202.100	07/22/21	HUTCHINS, DEEANNE E	UB refund for account: 010776	07/22/2021	07/29/21	4.11	101759
Total For Check 101759						105.93	
Check 101760							
591-544.000-801.000	06/30/21	HYDROCORP	MCC 1 YEAR 7-20 - 6-21	0062481-IN	07/15/21	1,333.00	101760
Total For Check 101760						1,333.00	
Check 101761							
101-101.000-810.000	07/16/21	INTERNATIONAL ECON DEVELOP CO	IEDC MEMBERSHIP INVOICE - MAIL COP	07162021	07/31/21	455.00	101761
Total For Check 101761						455.00	
Check 101762							
640-444.000-730.000	07/07/21	JACKSON TRUCK SERVICE INC	AMBER/GREEN STROBE	PC001348424	07/22/21	272.46	101762
640-444.000-730.000	07/07/21	JACKSON TRUCK SERVICE INC	INSPECTION FORMS & LABELS	PC001348474	07/22/21	10.72	101762
Total For Check 101762						283.18	
Check 101763							
271-790.000-801.000	07/01/21	JOHNSON CONTROLS FIRE PROTECTI	FIRE PROTECTION	22377217	07/30/21	720.00	101763
Total For Check 101763						720.00	
Check 101764							
582-543.000-801.000	07/10/21	JOHNSON CONTROLS SECURITY SOLU	QUARTERLY BILLING 8-1-21 - 10-31-21	36120067	07/29/21	1,799.12	101764
Total For Check 101764						1,799.12	
Check 101765							
203-460.000-726.000	07/19/21	JONESVILLE LUMBER	WOOD 4' LATHE	881451	07/22/21	30.04	101765
Total For Check 101765						30.04	
Check 101766							
101-276.000-726.000	04/14/21	WEST MICH FLAGS	US MOUNTED FLAGS 12X18	20991	07/22/21	1,126.56	101766
Total For Check 101766						1,126.56	
Check 101767							
101-301.000-861.000	07/05/21	KIRSTEN, KYLE	2021 CONTRACT REIMBURSEMENT/ANYTIME	313.258.4323	07/22/21	100.00	101767
Total For Check 101767						100.00	
Check 101768							
582-000.000-249.100	06/30/21	LARA - MI PUBLIC SERVICE COMM	"LIEAF-6099 JUNE 2021 P.A. 95"	06.30.2021	07/22/21	5,446.41	101768
Total For Check 101768						5,446.41	
Check 101769							
101-756.000-801.000	07/14/21	DEAN LEININGER	TREE STUMP GRINDING	087513	07/22/21	450.00	101769
202-470.000-801.000	07/14/21	DEAN LEININGER	TREE STUMP GRINDING	087513	07/22/21	200.00	101769
202-470.500-801.000	07/14/21	DEAN LEININGER	TREE STUMP GRINDING	087513	07/22/21	50.00	101769
203-470.000-801.000	07/14/21	DEAN LEININGER	TREE STUMP GRINDING	087513	07/22/21	200.00	101769
Total For Check 101769						900.00	

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Check 101770							
582-000.000-202.100	07/22/21	LEISING, JENNIFER J	UB refund for account: 011297	07/22/2021	07/29/21	941.84	101770
			Total For Check 101770			941.84	
Check 101771							
590-546.000-726.800	07/08/21	LOU'S GLOVES, INC	X-LARGE GLOVES - NOTRILE, EXAM GRAD: 042014		07/29/21	267.00	101771
590-547.000-930.000	07/08/21	LOU'S GLOVES, INC	X-LARGE GLOVES - NOTRILE, EXAM GRAD: 042014		07/29/21	267.00	101771
			Total For Check 101771			534.00	
Check 101772							
582-000.000-202.100	07/22/21	LYON, TONYA C	UB refund for account: 024215	07/22/2021	07/29/21	74.87	101772
582-000.000-202.100	07/22/21	LYON, TONYA C	UB refund for account: 024215	07/22/2021	07/29/21	2.88	101772
582-000.000-202.100	07/22/21	LYON, TONYA C	UB refund for account: 024215	07/22/2021	07/29/21	2.79	101772
			Total For Check 101772			80.54	
Check 101773							
101-336.000-726.000	07/16/21	MARKET HOUSE	WATER/ TIDE PODS (LAUNDRY DETERGENT 122357		07/22/21	18.47	101773
			Total For Check 101773			18.47	
Check 101774							
101-301.000-742.000	07/18/21	MARTIN BRAD	CLOTHING REIMBURSEMENT PER UNION CO: 0243/0005/0050/3		07/22/21	81.99	101774
			Total For Check 101774			81.99	
Check 101775							
409-756.000-801.000	07/01/21	RUSS MARTIN	CONCERT IN THE PARK PERFORMANCE	07.01.2021	07/27/21	400.00	101775
			Total For Check 101775			400.00	
Check 101776							
401-452.000-801.000-21	07/09/21	MATERIALS TESTING CONSULTANTS, FAYETTE ST RECONSTRUCTION		0064166	07/31/21	2,767.70	101776
			Total For Check 101776			2,767.70	
Check 101777							
582-000.000-202.100	07/22/21	MCDOWELL, IVAN	UB refund for account: 025330	07/22/2021	07/29/21	3.31	101777
582-000.000-202.100	07/22/21	MCDOWELL, IVAN	UB refund for account: 025330	07/22/2021	07/29/21	0.19	101777
582-000.000-202.100	07/22/21	MCDOWELL, IVAN	UB refund for account: 025330	07/22/2021	07/29/21	0.08	101777
			Total For Check 101777			3.58	
Check 101778							
582-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	WCSR INTERVIEW	960-00009-0010	07/29/21	25.00	101778
582-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	ADVERTISING	6/30/2021	07/29/21	267.50	101778
590-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	WCSR INTERVIEW	960-00009-0010	07/29/21	12.50	101778
590-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	ADVERTISING	6/30/2021	07/29/21	133.75	101778
591-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	WCSR INTERVIEW	960-00009-0010	07/29/21	12.50	101778
591-175.000-880.000	06/30/21	MCKIBBIN MEDIA GROUP	ADVERTISING	6/30/2021	07/29/21	133.75	101778
			Total For Check 101778			585.00	
Check 101779							
590-547.000-801.000	07/01/21	MERIT LABORATORIES	SAMPLES/BEF COMPLIANCE	25724	07/29/21	226.50	101779
590-547.000-801.000	07/06/21	MERIT LABORATORIES	SAMPLES - BEF COMPLIANCE	25821	07/29/21	226.50	101779
590-547.000-801.000	07/06/21	MERIT LABORATORIES	SAMPLES	25688	07/29/21	286.50	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	SAMPLES/COPPER & LEAD	25824	07/29/21	49.00	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	COPPER & LEAD SAMPLES	25823	07/29/21	49.00	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	COPPER & LEAD SAMPLES	25822	07/29/21	49.00	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	COPPER & LEAD SAMPLES	25687	07/29/21	49.00	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	COPPER & LEAD SAMPLES	25571	07/29/21	49.00	101779
591-544.000-801.000	07/01/21	MERIT LABORATORIES	COPPER & LEAD SAMPLES	25573	07/29/21	49.00	101779



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Check 101779							
Total For Check 101779						1,033.50	
Check 101780							
591-544.000-861.000	07/09/21	MICHIGAN RURAL WATER ASSOCIAT	CLASS REGISTRATION - EXCAVATION/TRE	2020-01676	07/29/21	330.00	101780
Total For Check 101780						330.00	
Check 101781							
582-543.000-930.000	07/14/21	MIDWEST ENVIRONMENTAL, INC	REMOVAL OF ACM AIRCELL PIPE INSULAT	21214	07/29/21	12,924.00	101781
Total For Check 101781						12,924.00	
Check 101782							
582-543.000-930.000	07/20/21	NEFCO	DRILL BIT FOR POWER PLANT	212941	07/29/21	22.12	101782
Total For Check 101782						22.12	
Check 101783							
101-301.000-742.000	07/16/21	NYE UNIFORM COMPANY	S/S SHIRTS/M. JUNE	783346	08/20/21	109.98	101783
Total For Check 101783						109.98	
Check 101784							
582-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	COLLECTIONS TRANSACTION	173800000110	07/29/21	25.65	101784
582-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	UTILITY EXCHANGE REPORT/PEOPLE SEAR	1069618	07/29/21	60.52	101784
590-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	COLLECTIONS TRANSACTION	173800000110	07/29/21	12.82	101784
590-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	UTILITY EXCHANGE REPORT/PEOPLE SEAR	1069618	07/29/21	30.26	101784
591-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	COLLECTIONS TRANSACTION	173800000110	07/29/21	12.82	101784
591-175.000-801.000	07/16/21	ONLINE INFORMATION SERVICES	UTILITY EXCHANGE REPORT/PEOPLE SEAR	1069618	07/29/21	30.26	101784
Total For Check 101784						172.33	
Check 101785							
101-301.000-801.000	07/09/21	PARNEY'S CAR CARE	OIL CHANGE/UNIT 2-1 (19 EXPLORER)	67316	07/22/21	37.00	101785
Total For Check 101785						37.00	
Check 101786							
101-276.000-801.000	07/13/21	PASCHAL BURIAL VAULT SERVICE	VARIOUS SIZE FOUNDATIONS	1131	07/22/21	1,410.75	101786
Total For Check 101786						1,410.75	
Check 101787							
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	87.01	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	14.98	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	4.18	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	1.91	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	1.33	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	0.98	101787
582-000.000-202.100	07/22/21	PEARSON, GAILIA	UB refund for account: 025649	07/22/2021	07/29/21	0.61	101787
Total For Check 101787						111.00	
Check 101788							
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	54.03	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	9.76	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	2.61	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	1.19	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	0.87	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	0.38	101788
582-000.000-202.100	07/22/21	PENZA, SAMANTHA J	UB refund for account: 013034	07/22/2021	07/29/21	0.15	101788
Total For Check 101788						68.99	

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Check 101789							
101-295.000-801.000	07/06/21	PERFORMANCE AUTOMOTIVE	MINI FUSE 15PC KIT	10284-1371345	08/05/21	4.19	101789
101-295.000-930.000	07/06/21	PERFORMANCE AUTOMOTIVE	STARTER SOLENOID, MULTI METER	10284-1371369	08/05/21	56.88	101789
101-336.000-730.000	07/16/21	PERFORMANCE AUTOMOTIVE	ULTINON LED BULB (TAIL LIGHT)	10284-1372800	07/22/21	27.09	101789
582-543.000-930.000	07/19/21	PERFORMANCE AUTOMOTIVE	KIT 5/8/30 WT HD SERVICE	10284-1373007	07/29/21	82.71	101789
591-545.000-930.000	07/06/21	PERFORMANCE AUTOMOTIVE	FOAMY BRITE WTP	10284-1371383	07/29/21	5.59	101789
640-444.000-730.000	07/08/21	PERFORMANCE AUTOMOTIVE	ROT 15W40	10284-1371622	07/22/21	50.67	101789
640-444.000-730.000	07/12/21	PERFORMANCE AUTOMOTIVE	8MP-8FPX45 FITTINGS	10284-1372213	07/22/21	20.98	101789
640-444.000-730.000	07/09/21	PERFORMANCE AUTOMOTIVE	ISO HEET (#14)	10284-1371773	07/22/21	6.18	101789
Total For Check 101789						254.29	
Check 101790							
588-588.000-801.000	07/08/21	PHAT JAXX AUTOMOTIVE	SERVICE A/C - DART BUS #63	27207	07/22/21	203.54	101790
Total For Check 101790						203.54	
Check 101791							
582-000.000-202.100	07/22/21	PHILLIPS, DEBORAH A	UB refund for account: 020725	07/22/2021	07/29/21	47.34	101791
Total For Check 101791						47.34	
Check 101792							
101-265.000-801.000	06/24/21	PM DOORS, LLC	R/R ROOF ON DPS SALT STORAGE BARN	2753	06/29/21	9,999.00	101792
Total For Check 101792						9,999.00	
Check 101793							
582-000.000-110.000	07/14/21	POWERLINE SUPPLY	INVENTORY	56578987	07/29/21	103.00	101793
582-000.000-110.000	07/14/21	POWERLINE SUPPLY	INVENTORY	56578987	07/29/21	53.00	101793
582-000.000-110.000	07/14/21	POWERLINE SUPPLY	INVENTORY	56578987	07/29/21	697.50	101793
Total For Check 101793						853.50	
Check 101794							
590-547.000-930.000	06/30/21	REPUBLIC SERVICES OF KALAMAZOO	WASTE CONTAINER AT WWTP	0249-007155165	07/29/21	977.19	101794
Total For Check 101794						977.19	
Check 101795							
582-000.000-202.100	07/22/21	RICHERT, RYAN L	UB refund for account: 025007	07/22/2021	07/29/21	648.85	101795
Total For Check 101795						648.85	
Check 101796							
582-175.000-726.000	07/12/21	RUPERT'S CULLIGAN	BOTTLED WATER	228387	07/29/21	19.00	101796
590-175.000-726.000	07/12/21	RUPERT'S CULLIGAN	BOTTLED WATER	228387	07/29/21	9.50	101796
590-547.000-726.900	07/12/21	RUPERT'S CULLIGAN	DISTILLED WATER/DELIVERY	228496	07/29/21	26.00	101796
591-175.000-726.000	07/12/21	RUPERT'S CULLIGAN	BOTTLED WATER	228387	07/29/21	9.50	101796
Total For Check 101796						64.00	
Check 101797							
582-543.000-801.000	07/13/21	SCOTT KEISER	FIRST CLASS LETTER	254390-0642	07/29/21	4.15	101797
590-546.000-801.000	07/13/21	SCOTT KEISER	FIRST CLASS LETTER	254390-0642	07/29/21	2.08	101797
591-543.000-801.000	07/13/21	SCOTT KEISER	FIRST CLASS LETTER	254390-0642	07/29/21	2.07	101797
Total For Check 101797						8.30	
Check 101798							
582-544.000-740.000	07/09/21	SELKING INTERNATIONAL & IDEAL	15W40 - ROTELLA T4 TRIPLE PRO OIL	12535331P	07/29/21	363.00	101798
582-544.000-740.000	07/09/21	SELKING INTERNATIONAL & IDEAL	15W40 - ROTELLA T4 TRIPLE PRO	12535330P	07/29/21	242.00	101798
Total For Check 101798						605.00	
Check 101799							

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Check 101799 591-175.000-801.200	07/12/21	SOUTHERN COMPUTER WAREHOUSE	WATER TREATMENT PLANT SCADA COMPUTE	000700304	07/23/21	920.13	101799
			Total For Check 101799			920.13	
Check 101800 101-295.000-930.000	07/15/21	SPRATT'S	REPAIRS TO ZERO TURN MOWER	165766	08/14/21	70.00	101800
			Total For Check 101800			70.00	
Check 101801 582-000.000-158.000-19	07/09/21	SSEO	PHASE 1 UPGRADE ENG & DESIGN SERVIC	2115647	07/29/21	2,150.00	101801
			Total For Check 101801			2,150.00	
Check 101802 582-543.000-930.000	06/30/21	STANTEC CONSULTING MICHIGAN IN	POWERHOUSE MOTOR CONTROL CENTER IMP	1811273	07/29/21	3,606.50	101802
			Total For Check 101802			3,606.50	
Check 101803 401-452.000-801.000	07/05/21	STATE OF MICHIGAN	W FAYETTE	CARE1591REIM2100	08/04/21	44,253.95	101803
			Total For Check 101803			44,253.95	
Check 101804 590-547.000-801.000	07/07/21	TAPLIN GROUP, LLC	SANITARY SEWER CAMERA SERVICES	11914	07/29/21	43,967.11	101804
			Total For Check 101804			43,967.11	
Check 101805 409-756.000-801.000	07/01/21	PATT TAYLOR	CONCERT IN THE PARK PERFORMANCE	07.01.2021	07/22/21	400.00	101805
			Total For Check 101805			400.00	
Check 101806 582-175.000-801.000	07/16/21	DEAN A MORT	PEST SERVICE RENEWAL	392	07/29/21	465.50	101806
590-175.000-801.000	07/16/21	DEAN A MORT	PEST SERVICE RENEWAL	392	07/29/21	232.75	101806
591-175.000-801.000	07/16/21	DEAN A MORT	PEST SERVICE RENEWAL	392	07/29/21	232.75	101806
			Total For Check 101806			931.00	
Check 101807 591-544.000-930.000	06/30/21	THOMPSON CONSTRUCTION CO., LLC	ASPHALT 49.40 TONS & REMOVAL 134 SQ	2019-00335	07/29/21	10,485.80	101807
			Total For Check 101807			10,485.80	
Check 101808 101-265.000-801.000	07/12/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	1620006086	08/11/21	15.51	101808
101-265.000-801.000	07/19/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	1620006645	08/18/21	15.51	101808
101-441.000-742.000	07/12/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1600006085	07/22/21	32.93	101808
101-441.000-742.000	07/19/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1620006644	08/11/21	35.11	101808
101-441.000-801.000	07/12/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1600006085	07/22/21	28.34	101808
101-441.000-801.000	07/19/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1620006644	08/11/21	28.34	101808
588-588.000-801.000	07/19/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	16200006647	08/18/21	26.20	101808
640-444.000-742.000	07/12/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1600006085	07/22/21	13.14	101808
640-444.000-742.000	07/19/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1620006644	08/11/21	6.55	101808
640-444.000-801.000	07/12/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1600006085	07/22/21	19.82	101808
640-444.000-801.000	07/19/21	UNIFIRST CORP	RUGS/UNIFORMS - DPS	1620006644	08/11/21	19.82	101808
			Total For Check 101808			241.27	
Check 101809 591-545.000-727.200	07/02/21	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR	49271566	07/29/21	1,193.50	101809
			Total For Check 101809			1,193.50	

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Check 101810 208-751.000-726.000	06/04/21	URBAN GRAFFITI	2021 SOFTBALL UNIFORMS	1980	06/04/21	4,445.75	101810
			Total For Check 101810			4,445.75	
Check 101811 591-545.000-930.000	07/08/21	USABLUEBOOK	HAYWARD SODIUM HYPO/LOW LEAD CORP N	656754	07/29/21	1,336.20	101811
			Total For Check 101811			1,336.20	
Check 101812 582-544.000-930.546	07/16/21	UTILITIES INSTRUMENTATION SERV	INVESTIGATE 13.2 KV MAIN BREAKERS	530364177	07/29/21	2,416.00	101812
590-547.000-930.000	07/06/21	UTILITIES INSTRUMENTATION SERV	SERVICES @ WTP THROUGH 6/25/2021/TE	530364062	07/29/21	528.50	101812
			Total For Check 101812			2,944.50	
Check 101813 582-175.000-801.000	06/30/21	UTILITY FINANCIAL SOLUTIONS, I	ELECTRIC RATE STUDY COMPS PCA & CAS	5750UFS	07/29/21	12,988.75	101813
590-175.000-801.000	06/30/21	UTILITY FINANCIAL SOLUTIONS, I	RATE STUDY & COMPARISONS PROGRESS B	9052UFS	07/29/21	8,828.75	101813
591-175.000-801.000	06/30/21	UTILITY FINANCIAL SOLUTIONS, I	WATER RATE STUDY & COMPARISONS PROG	29813UFS	07/29/21	10,965.00	101813
			Total For Check 101813			32,782.50	
Check 101814 101-301.000-801.000	07/01/21	VERIZON WIRELESS	NETWORK ACCESS FEE FOR IN-CAR MOBIL	9883164649	07/24/21	160.04	101814
			Total For Check 101814			160.04	
Check 101815 582-544.000-930.000	06/30/21	VILLAGE OF CLINTON	MUTUAL AID JUNE 2021	JULY 19, 2021	07/29/21	4,762.24	101815
			Total For Check 101815			4,762.24	
Check 101816 101-301.000-726.000	07/08/21	WALMART COMMUNITY	TRASH BAGS/FEBREZE PLUG INS/WALL CL	861189487105105	07/22/21	34.94	101816
			Total For Check 101816			34.94	
Check 101817 101-266.000-801.000	06/25/21	WATKINS FENCE	INSTALL WOOD FENCE VACANT LOT ON BR	06252021	07/22/21	1,000.00	101817
			Total For Check 101817			1,000.00	
Check 101818 101-441.000-955.441	06/23/21	WHALEY, DAVID	EMBORDERING - SHIRTS	06232021	07/22/21	27.92	101818
			Total For Check 101818			27.92	
Check 101819 582-000.000-202.100	07/22/21	WHEELER, JEREMY	UB refund for account: 030322	07/22/2021	07/29/21	3.00	101819
			Total For Check 101819			3.00	
Check 101820 271-790.000-801.000	07/12/21	WOODLANDS LIBRARY COOPERATION	OVERDRIVE ON-LINE BOOKS	8240	08/11/21	237.00	101820
			Total For Check 101820			237.00	
Check 101821 588-588.000-955.588	06/30/21	WORKHEALTH-QUINCY, PLLC	RANDOM 2ND QTR TESTING - DART	8403	07/30/21	22.00	101821
			Total For Check 101821			22.00	
Check 101822 582-544.000-801.300	07/02/21	WRIGHT TREE SERVICE	TREE TRIMMING	072130910	07/29/21	660.00	101822
582-544.000-801.300	07/02/21	WRIGHT TREE SERVICE	TREE TRIMMING	072130909	07/29/21	3,097.63	101822
582-544.000-801.300	07/02/21	WRIGHT TREE SERVICE	TREE TRIMMING	072130909	07/29/21	1,137.60	101822
582-544.000-801.300	07/16/21	WRIGHT TREE SERVICE	TREE TRIMMING	072135852	07/29/21	3,412.80	101822

07/22/2021 02:48 PM  
User: JMANGAN  
DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/22/2021 - 07/22/2021  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101822							
582-544.000-801.300	07/16/21	WRIGHT TREE SERVICE	TREE TRIMMING	072135817	07/29/21	5,633.20	101822
			Total For Check 101822			13,941.23	
Check 101823							
590-000.000-202.100	07/22/21	ZETWICK, RYAN J	UB refund for account: 010001	07/22/2021	07/29/21	104.00	101823
			Total For Check 101823			104.00	
Check 101824							
101-265.000-925.000	07/05/21	ACD	POTS DIGITAL - CITY HALL	44244-118	07/30/21	153.84	101824
101-295.000-925.000	07/05/21	ACD	POTS DIGITAL - AIRPORT	14046-116	07/30/21	76.92	101824
582-175.000-801.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	100.00	101824
582-175.000-925.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	21.63	101824
582-543.000-925.000	07/05/21	ACD	BUSINESS POTS DIGITAL LINE - PP	11061-118	07/29/21	398.21	101824
590-175.000-801.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	50.00	101824
590-175.000-925.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	10.82	101824
590-547.000-925.000	07/05/21	ACD	BUSINESS POTS DIGITAL LINE WWTP	11058-118	07/29/21	76.92	101824
591-175.000-801.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	50.00	101824
591-175.000-925.000	07/05/21	ACD	FIBER/BUSINESS POTS DIGITAL LINE	42187-160	07/29/21	10.81	101824
591-545.000-925.000	07/05/21	ACD	BUSINESS POTS DIGITAL LINE - WTP	11060-118	07/29/21	76.92	101824
			Total For Check 101824			1,026.07	
Check 101825							
582-175.000-726.000	07/13/21	AMAZON CAPITAL SERVICES, INC	ANTI-FOG CLEANING WIPES	1394-4YHJ-DDHF	07/29/21	20.99	101825
590-175.000-726.000	07/13/21	AMAZON CAPITAL SERVICES, INC	ANTI-FOG CLEANING WIPES	1394-4YHJ-DDHF	07/29/21	10.49	101825
591-175.000-726.000	07/13/21	AMAZON CAPITAL SERVICES, INC	ANTI-FOG CLEANING WIPES	1394-4YHJ-DDHF	07/29/21	10.49	101825
591-544.000-726.800	07/05/21	AMAZON CAPITAL SERVICES, INC	DRY ERASE MARKERS/WHITEBOARD	1MTF-G7FK-VXWY	07/29/21	274.05	101825
591-544.000-726.800	07/07/21	AMAZON CAPITAL SERVICES, INC	RECORDABLE MEDIA DISC	1YPQ-PXKD-CRVG	07/29/21	72.99	101825
591-544.000-930.000	07/15/21	AMAZON CAPITAL SERVICES, INC	WATERPROOF HEAT SHRINK TUBING ROLL	1H4F-D7PR-34MV	07/29/21	35.99	101825
			Total For Check 101825			425.00	
Check 101826							
101-295.000-930.000	07/02/21	AMERICAN COPPER AND BRASS, LLC	RUNWAY LIGHTS	21INV030964	08/16/21	204.00	101826
			Total For Check 101826			204.00	
Check 4656							
703-000.000-230.001	07/19/21	BOARD OF PUBLIC UTILITIES	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202102	07/22/21	194.00	4656
703-000.000-230.001	07/19/21	BOARD OF PUBLIC UTILITIES	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202102	07/22/21	1,859.25	4656
703-000.000-230.001	07/19/21	BOARD OF PUBLIC UTILITIES	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202102	07/22/21	95.00	4656
703-000.000-230.001	07/19/21	BOARD OF PUBLIC UTILITIES	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202102	07/22/21	80.00	4656
			Total For Check 4656			2,228.25	
Check 4657							
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	8,120.68	4657
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	253,477.93	4657
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	50,695.08	4657
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	20,384.40	4657
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	71,912.27	4657
703-000.000-221.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	10,271.71	4657
703-000.000-223.000	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	20,657.70	4657
703-000.000-230.002	07/19/21	CITY OF HILLSDALE	DISBURSEMENT FOR JUL 1 THRU JUL 15	0719202101	07/22/21	25.00	4657
			Total For Check 4657			435,544.77	
Check 4658							
703-000.000-222.000	07/19/21	HILLSDALE CO TREASURER	DISBURSEMENT JUL 1 THRU JUL 15 2021	0719202103	07/22/21	100,428.70	4658
703-000.000-222.000	07/19/21	HILLSDALE CO TREASURER	DISBURSEMENT JUL 1 THRU JUL 15 2021	0719202103	07/22/21	125,603.11	4658



DB: Hillsdale

## PAID

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL FUND			29,087.31	
			Fund 202 MAJOR ST./TRUNKLINE FUND			250.00	
			Fund 203 LOCAL ST. FUND			230.04	
			Fund 208 RECREATION FUND			4,445.75	
			Fund 244 ECONOMIC DEVELOPMENT CORP FU			500.00	
			Fund 247 TAX INCREMENT FINANCE ATH.			33.82	
			Fund 271 LIBRARY FUND			1,930.89	
			Fund 401 CAPITAL IMPROVEMENT FUND			47,021.65	
			Fund 409 STOCK'S PARK			2,860.00	
			Fund 481 AIRPORT IMPROVEMENT FUND			46.52	
			Fund 582 ELECTRIC FUND			857,863.85	
			Fund 588 DIAL A RIDE			251.74	
			Fund 590 SEWER FUND			61,584.04	
			Fund 591 WATER FUND			358,151.25	
			Fund 640 REVOLVING MOBILE EQUIP. FUND			514.92	
			Fund 703 TREASURER'S TAX COLLECTION F			812,873.26	
Total For All Funds:						2,177,645.04	

# CITY COUNCIL MINUTES

City of Hillsdale  
July 19, 2021  
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. Deputy Clerk Loren took roll call.

Council Members present:

Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrisey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye

Council Members absent: Socha and Vear

Also Present: David Mackie (City Manager), Michelle Loren (Deputy City Clerk), Tom Thompson (City Attorney) Kristin Bauer (City Engineer), Jake Hammel (DPS), Scott Hephner (HCPD), Chris McArthur (BPU), Penny Swan, Phil Hoffman, Dennis Wainscott, Matt Taylor, Ted Jansen, Lance Lashaway.

## Approval of Agenda

Mayor Stockford offered *Communications/Petitions Item F. Complaint to Council- Lance Lashaway* as an addition to the agenda.

Motion by Councilman Morrisey, support by Councilwoman Pratt, to approve the additions to the July 19, 2021 Agenda.

All ayes. Motion carried unanimously.

Motion by Council Member Morrisey, seconded by Council Member Briner, to approve the agenda as amended.

All ayes. Motion carried unanimously.

## Public Comment

Penny Swan commented on the proposed revised social media policy. Ms. Swan expressed her concerns with elected officials and board members being potentially silenced therefore violating their right to free speech.

Ted Jansen requested the Complaint to Council letter from Lance Lashaway requested be added to the agenda and entered for public record be read at the meeting as it had only been presented to Council the day of the meeting.



**Consent Agenda**

- A. Approval of Bills:
  - 1. City and BPU Claims of June 14, 2021 \$570,686.45; July 8, 2021 \$289,594.79
  - 2. Payroll of June 4, 2021 \$181,750.58; July 8, 2021 \$217,421.22
- B. Finance Reports
- C. Finance Committee Minutes of May 17, 2021; June 1, 2021, June 14, 2021
- D. City Council Minutes of June 21, 2021
- E. EDC Minutes of April 15, 2021
- F. Elm Court Street Closure TCO #2021-15
- G. HBA Sidewalk Sales Street Closure TCO #2021-16
- H. HBA sidewalk Sales Street Closure Agreement
- I. Elks Parking Lot Closure TCO #2021-18
- J. Hillsdale College Alley Closure TCO #2021-20
- K. Hillsdale College Noise Variance Requests
- L. BPU Purchase of Poles for Inventory

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

All ayes. Motion carried unanimously.

**Communications/Petitions**

- A. Friends of the Dawn Theater Donation Form
- B. Council Invite from TIFA – Dawn Theater
- C. National Trust Preservation Fund Grant Agreement
- D. Will Carleton Farm Festival
- E. MERS 2021 Actuarial
- F. Complaint to Council – Lance Lashaway

Mayor Adam Stockford read a letter authored by Lance Lashaway and requested it be entered for the record with the City Clerk. There was no comment

**Introduction and Adoption of Ordinances/Public Hearings**

None

**Old Business**

- A. Tri City Management Resolution Amendment  
Resolution No. 3451 was passed by Council in a Regular Meeting held on May 17, 2021 approving for Application for an Obsolete Property Rehabilitation Exemption by Tri City Management, 28 N. Howell Street. During the application review, the State contacted the City Economic Development Coordinator asking for an amended resolution which stated that not only would exemption be recognized for 10 years, but that a two year extension would also be granted should the project exceed \$500,000.00.

Motion by Councilman Briner, support by Councilwoman Pratt, to adopt Resolution No. 3466 amending Resolution No. 3451 to include a two year extension of the terms should the project exceed \$500,000.00.

Roll Call Vote:

Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrissey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye
Mayor Stockford	Aye
Councilman Vear	Aye

Motion carried 7-0.

B. Lochaven Home Owners Association Easement and Use Agreement

City Manager Mackie gave an overview on the preparation of the Lochaven Home Owners Association Easement and Use Agreement with regard to the Lochaven Trail. He clarified that the use of golf carts would not be allowed on the City portion of the trail.

Motion by Councilman Sharp, support by Councilman Briner, to approve the Easement and Use Agreement and authorize signature by the City Manager.

Roll call Vote:

Councilwoman Pratt	Aye
Councilman Morrissey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye
Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye

Motion carried. 7-0

**New Business**

A. Commonwealth Developments & Properties LLC – NEZs

Eight applications requesting Neighborhood Enterprise Zone Certificates were received by the City Clerk's Office by Commonwealth Developments & Properties, LLC for proposed new facilities to be built on property owned at 236, 237, 238, 239, 246, 248 and 249 Glei Court, within Hillsdale NEZ #4.

Motion by Councilman Sharp, support by Councilman Stuchell, to adopt Resolution # 3466 Resolution to approve an obsolete Property Rehabilitation Exemption Certificate Application.

Roll Call Vote:

Councilman Morrissey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye
Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye

Motion carried. 7-0

B. BPU – Purchase of 13.2 KV Distribution Breaker

Motion by Councilman Stuchell, support by Councilwoman Pratt, to approve the purchase of the 13.2 KV Distribution Breaker in the amount of \$25,000.00.

Roll Call Vote:

Councilman Sharp	Aye
Councilman Briner	Aye
Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrissey	Aye

Motion carried. 7-0

**C. BPU – Purchase of Water Meters and Nodes**

Motion by Councilman Briner, support by Councilman Stuchell, to approve the BPU purchase of meters and nodes in the amount of \$69,996.70.

Roll call vote:

Councilman Briner	Aye
Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrissey	Aye
Councilman Sharp	Aye

Motion carried. 7-0

**D. BPU – Taplin Sewer Cleaning**

Motion by Councilman Morrissey, support by Councilman Briner, to approve sewer cleaning by Taplin not to exceed \$75,000.00.

Roll Call Vote:

Mayor Stockford	Aye
Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrissey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye

Motion carried. 7-0

**E. Waterworks Boat Launch Parking Designation Permanent TCO #2021**

Chief Hephner explained the parking issues at the Waterworks boat launch and how the signage will be of benefit for those utilizing the boat launch and Waterworks Park parking lots.

Motion by Councilman Stuchell, support by Councilwoman Pratt, to adopt TCO #2021 Waterworks Boat Launch Parking Designation.

Roll call:

Councilman Zeiser	Aye
Councilman Stuchell	Aye
Councilwoman Pratt	Aye
Councilman Morrissey	Aye
Councilman Sharp	Aye
Councilman Briner	Aye
Mayor Stockford	Aye

Motion carried. 7-0

**F. Social Media Policy Revision**

City Manager Mackie explained that in light of different social media postings made by City board members, he had been asked to look into a revision of the City's Social Media Policy. The matter was referred to the Operations and Governance Board for review and determination. A legal opinion was sought and reviewed by the board. The revised policy required, rather than recommended, that all City board members adhere to the policy.

After lengthy discussion, it was decided that the policy would remain as is for the fact the majority of Council felt it violated their right to freedom of speech. No action was taken.

### **Miscellaneous Reports**

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

### **General Public Comment**

Dennis Wainscott suggested the City should post the 517-437-6440 phone number as it make it easier to get through to the department a person is trying to contact.

Jack McClain questioned about the unwillingness to allow golf carts and side-by-sides on city streets. He went on to question a building assessment, and various TIFA items. Mr. McClain also offered to pay for the showing of the first movie at the Dawn – “Dumbo” because it is a lesson in how to treat people.

Penny Swan remarked that taxation if theft and spoke once again about freedom of speech and the wrongs of censorship.

### **City Manager’s Report**

City Manager David Mackie reported he had received applications and reports regarding the American Rescue Act. He also commented the restrictions seemed to be getting heavier.

Mr. Mackie encouraged attendance at the Dawn walk-through.

Mr. Mackie went on to give a street update.

Union agreement should be ready by the next meeting.

### **Council Comments**

Councilman Zeiser questioned what was going with the soil sampling on a property on Carleton Rd. And questioned about the terms used to describe adult books versus children’s books at the library. Mr. Mackie stated the line item on the budget would be changed to “books” and “children’s books”.

Councilman Stuchell announced the Heritage Association had raised the funds for the downtown mural and the mural would be started in August.

### **Adjournment**

Council Member Sharp, seconded by Council Member Pratt, moved to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:43 p.m.

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Adam L. Stockford, Mayor

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Michelle Loren, Deputy City Clerk

# CITY OF HILLSDALE

## **Tax Increment Finance Authority TIFA** **Targeted Development Committee** **June 29, 2021**

### **Minutes**

#### **I. Call to Order at 5:32 pm**

##### **Targeted Development Committee:**

- Members Present: Mary Wolfram (Chair), Andrew Gelzer, Tim Dixon
- Members Absent: Chris Bahash
- Others present: Alan Beeker, Lance Lashaway, Jack McLain, Penny Swan

#### **II. Consent Agenda** – Andrew Gelzer moved to accept the consent agenda as presented, Tim Dixon seconded, motion passed.

#### **III. New Business**

##### **BPU Interdepartmental Loan Deferment**

- Mr. Mackie is placing the item on the July 6<sup>th</sup> Council agenda.
- Andrew would like to have the full Board decide prior to sending to the Council.
- Discussion suggested that the deferment be conditional that only if needed.
- Chair moved that Andrew be given authority to discuss when the item is on Council, Tim seconded, motion passed.

#### **IV. Old Business**

##### **Dawn Theater**

- Stenciling Bids
- The Committee discussed the submitted bids so they had the information
- Mary Wolfram would like to meet the contractors prior to offering the contract
- Andrew Gelzer moved that Mary Wolfram contact Watters Colors to schedule a meeting. Tim Dixon seconded. Motion passed.

#### **V. Committee Members' Comments**

Tim asked how the Dawn Theater project numbers came in overall. Mr. Beeker stated that the project will be approx. 8% over bid. Most of that was due to the need to replace the roof structure.

#### **VI. Public Comment**

Jack McLain asked for clarification on the deferment. He also asked about the audit for TIFA. He wanted to know if Façade grants will be allowed in the future.

**VII. Adjournment** – Andrew Gelzer moved to adjourn, Tim Dixon seconded. Meeting adjourned at 6:14 pm.

**Next Regular Meeting: July 13, 2021 at 5:30 pm.**



# CITY OF HILLSDALE

## Tax Increment Finance Authority TIFA Regular Meeting May 18, 2021

### Minutes

#### **I. Call to Order at 7:30 am**

- A. Members Present: Chair Andrew Gelzer, Cindy Bieszk, Councilman Greg Stuchell, Matthew McLain, Lance Lashaway, Mary Wolfram, Darin Spieth, Michael Clark, Margaret Braman, Mary Spiteri
- B. Others present: Rich Moore, Penny Swan, Jack McLain, Joe Hendee, David Mackie, Alan Beeker, Tim Sullivan
- C. Members Absent: Tim Dixon, John Spiteri, Chris Bahash

#### **II. Consent Agenda** – Alan Beeker distributed copies of the last meeting minutes with minor changes, Andrew Gelzer moved to accept the consent agenda as presented, Greg Stuchell seconded, motion passed.

#### **III. Public Comment**

Tim Sullivan wanted to commend the Board for their bravery in creating the current environment atmosphere in the district. He wanted to thank the Board for their work and diligence in the Keefer project and to continue working with the small business owners in the district to fight the constant threat of blight. He wants to encourage all of the board members to be patient as the projects at the Keefer and Dawn are completed.

Richard Moore wanted to thank the Board for their support and the grants that are available to the property owners in the district. He is excited to see how the Keefer project will change the downtown. This is possibly the largest investment in the downtown in the last 50 years. We are fortunate for the things we have, things that many downtowns our size do not.

Jack McLain asked about why some of the checks that were approved recently by the Finance Committee are not shown on the financial reports.

#### **IV. Committee Appointment Review**

Chair Gelzer informed the Board know of some Committee changes.

Greg Stuchell is resigning from the Dawn Theater Governance Board. Mary Wolfram asked Tim Sullivan if he was willing to serve on the DTGB committee. Mary Wolfram

moved to accept Mr. Stuchell's resignation and to appoint Tim Sullivan to the vacant DTGB seat.

## **V. Committee Reports**

### **A. Program Committee – Cindy Bieszk, Chair**

1. General Report – Two applications were submitted to the Committee for review, but at the scheduled meeting time, there was not a quorum. Ms. Bieszk decided to submit the applications to the Board for review. All funds for this fiscal year are allocated and there are no funds budgeted in the coming fiscal year. She would like to fund the grants but with no monies, it is not possible. The Chair requested that Mr. Beeker notify the property owners by letters of the Board decision. Mary Wolfram encouraged all of the board members to review the Façade Grant guidelines and be aware of SHPO requirements, the Board cannot fund the replacement of historic windows.

### **B. Targeted Development Committee – Mary Wolfram, Chair.**

1. General Report – There was no quorum for the scheduled meeting. No business was conducted.
2. Dawn Theater Project – Alan Beeker updated the Board on the progress going on at the Dawn Theater.

### **C. Beautification Committee – Margaret Braman, Chair**

1. General Report – Mary Spiteri spoke. Hanging pots were donated and will be placed on street lamps that are equipped with irrigation. Plants have been donated for public places and will be maintained by college students. The Committee is working on a social media contest that will showcase businesses that beautify their storefronts.

### **D. Dawn Theater Governance Committee – Mary Wolfram, Liaison**

1. General Report – Mary gave a brief history to the board as to how the DTGB was created. A charity was created called “Friends of the Dawn” to help fund raise. WCSR will be doing a remote broadcast on 5/22 from 11-1pm in the Dawn Theater. The lobby will be roped off due to the construction but people will be able to see a lot of the interior. DTGB will be more active once the theater is open to the public. Chef's Way is funding the radio remote. Friends received a grant to document the rehab of the Dawn. They are also asking for stories about the Dawn.

## **VI. Old Business**

Mr. Mackie was on hand to answer questions re: the City's Social Media Policy.

## **VII. New Business**

### **A. Board Member Lance Lashaway Request.**

Mr. Lashaway emailed a letter to board members proposing a motion to remove Councilman Stuchell from the Board due to conflict of interest, with the record of sale of the building adjacent to the Keefer Hotel included. When called upon to read the letter, Mr. Lashaway refused. The letter was read into record by City Staff. Mr. Stuchell had no comment. Cindy Bieszk expressed her disappointment with both members. She stated that the Board meeting should not be used to air personal grievances. This Board is a non-



partisan board focused on the economic development and physical improvement of the district. The roll call vote followed:

- Lance Lashaway – yes
- Matthew McLain – yes
- Cindy Bieszk – no
- Mary Spiteri – yes
- Greg Stuchell – no
- Mike Clark – no
- Mary Wolfram – no
- Andrew Gelzer – no
- Darin Spieth – no
- Margaret Braman – no
- Motion failed.

### **VIII. Economic Development Roundtable**

- A. Patty Bailey invited the owner of a winery in Marshall to come to Hillsdale. The owner came to the downtown and he is considering a tasting in the downtown. Ms. Bailey had asked Mary Wolfram to the meeting. Ms. Wolfram urged all of the downtown business owners to be ambassadors for Hillsdale.
- B. New Gift shop, Birdie's and Howell to open soon
- C. The Gifted Garden Gallery is now open.

### **IX. Adjournment** – Andrew Gelzer moved to adjourn, Cindy Bieszk seconded. Meeting adjourned at 8:11 a.m.

**Next Regular Meeting: July 20, 2021 at 7:30 am.**

**City of Hillsdale  
Tax Increment Finance Authority (TIFA)  
Dawn Theater Governance Board (DTGB)  
City Hall, Second Floor Conference Room  
Thursday, June 17, 2021 at 11:00 am  
Minutes**

**I. Members Present:** Mary Wolfram (Chair), James Brandon, Tim Sullivan, Peggy Youngs, Lance Lashaway

**II. Others Present:** Penny Swan, Jack McLain, Alan Beeker, Sam Frye

**III. Consent Agenda**

- A. James Brandon moved to accept agenda as submitted. Peggy Youngs seconded, motion passed.

**IV. Old Business**

A. Dawn Theater Project Update

- Alan Beeker gave an update to the theater project. The project is still scheduled to have construction complete by the end of July and the DTGB will be instrumental as the management company begins to transmission.

B. History and role of the Dawn Theater Governance Board/committee

- Mary Wolfram gave a brief history of the DTGB. After purchasing the Dawn Theater, TIFA established the DTGB as a sub-committee of Targeted Development. The Project Rising Tide Initiative offered a small grant that could be used on the Theater but MEDC wanted to make it a larger project which included a larger grant. The DTGB was to be a stakeholder committee with community members outside of TIFA as well. Four years later it is now a TIFA committee that will continue to help with guiding programming in the Theater once open to the public.
- Relationship to TIFA – The Committee has had a budget in the paste and will have a budget in the future but at the present there are no funds budgeted.
- Relationship to the Friends of the Dawn Theater – the Friends were established out of the DTGB to focus on fund-raising for the theater. The Friends currently own a URL that can be used to donate until the website can be constructed.
- Relationship to Keefer House Hotel/H.I.S. for theater management – TIFA has a signed management agreement with Keefer House Hotel LLC (CL Real Estate) to manage the theater upon its completion.
  - The Committee reviewed the management agreement.
  - The Keefer will manage the profit side
  - DTGB will manage the non-profit side in cooperation with the manager.

## **V. New Business**

### **A. Dawn Theater House and Balcony Stencil Painting**

- The bid proposals were included in the packet for discussion
- The stenciling was required as a part of the grant once the “Nu-wood” was discarded and the stenciling was discovered. SHPO required that the stenciling had to be re-created.
- The stenciling was bid and received four responses. One refusal and three proposals.
- The Committee discussed which bidder they would recommend
- Lance Lashaway suggested discussing a payment plan or a private fund-raising event to raise monies for the stenciling project.
- Lance Lashaway moved to setup a demonstration with Watters, James Brandon seconded, motion approved.

B. Lance Lashaway moved to accept Mary Wolfram as Chair, James Brandon seconded, motion approved. Tim Sullivan did not vote as he was not sworn in.

### **C. Booking acts for the theater when opened**

- Mary Wolfram tabled the item due to length of meeting.

## **VI. Committee Members’ Comments**

## **VII. Public Comment**

Jack McLain felt the member appointment for Tim Sullivan and the resignation of Councilman Stuchell from the DTGB was orchestrated. Questioned whether the liaison of TIFA can be the Chair.

## **VIII. Adjournment**

James Brandon voted to adjourn, Lance Lashaway seconded, motion approved.  
Adjourned at 12:37 pm.

**Next meeting scheduled for June 29, 2021 at 11:00 am in the City Hall Conference Room.**



## **2021 JULY BOARD OF REVIEW – MINUTES**

### **Call to Order and Pledge of Allegiance**

The City of Hillsdale 2021 July Board of Review was called to order at 9:05 a.m., Tuesday, July 20, 2021 and the Pledge of Allegiance was recited. Attendance was in person in the Hillsdale City Hall Conference Room (2<sup>nd</sup> Floor), 97 North Broad Street, Hillsdale, Michigan 49242.

### **Roll Call**

Roll was taken by Laycock

Present:

- D Kerry Laycock, Chair
- Dennis Wainscott, Regular Member (new – appointed 05/17/2021)
- Assessor, Kimberly Thomas (advisory – not a voting member)
- Residential Appraiser, Olivia Jones (clerical assistance – not a voting member)
- One Step Ministries South Central, Cindy Eckehdt and daughter

Absent:

- Joshua Paladino, Regular Member (new – appointed 06/07/2021)
- Don Hernandez, Alternate
- Richard Curtis, Alternate

### **Election of Secretary**

Wainscott was nominated by Laycock and elected secretary by unanimous consent. Wainscott will serve as board secretary through December 2021.

### **Approval of Agenda**

Assessor Thomas presented an amended agenda to the Board with three new petitions added. Wainscott made a motion to approve the agenda as presented. Second by Laycock. The amended agenda was approved by unanimous consent.

### **Public Comment on Agenda Items**

The floor was opened for public comment by Laycock. Cindy Eckehdt and her daughter, on behalf of One Step Ministries South Central, provided the Board a brief background on the nature of their petition. Laycock advised that Ecdkedt and daughter remain at the meeting for potential questions when the Board came to their petition. At that time, they could speak further.

## **Consent Agenda**

Assessor Thomas presented the Board with the 2021 March Board of Review minutes as well as State Tax Commission (STC) bulletins that were relevant to the Board of Review business. Laycock made a motion to approve the minutes as written. Second by Wainscott. The minutes of the 2021 March Board of Review were approved as written by unanimous consent.

## **Communications/Petitions**

Assessor Thomas presented the Board the following written petitions:

**J21-001, 006-227-276-10, PRE (211.7cc) – 2020 Summer and Winter, J21-002, PRE (211.7cc) – 2019 Winter Only** - Motion to APPROVE the exemption for both petitions was made by Laycock. Second by Wainscott. The exemption was APPROVED with unanimous consent.

**J21-003, 006-227-251-16, 2021 Uncapped in Error (211.53b(8)(c)/211.27a(4))** - Motion to APPROVE the recapping of the AV/TV was made by Laycock. Second by Wainscott. The recapping was APPROVED with unanimous consent.

**J21-004, 006-327-376-10, PRE (211.7cc) – 2020 Summer and Winter** - Motion to APPROVE the exemption was made by Laycock. Second by Wainscott. The exemption was APPROVED with unanimous consent.

**J21-005, 006-334-204-20, 2020 Taxable Status Error (211.53b(8)(f)/211.7o)** - Motion to APPROVE the exempt status was made by Wainscott. Second by Laycock. The status was APPROVED with a unanimous consent.

**J21-006, 006-334-226-07, PRE (211.7cc) – 2020 Summer and Winter, J21-007, PRE (211.7cc) – 2019 Summer and Winter, and J21-008, PRE (211.7cc) – 2018 Summer and Winter** - Motion to APPROVE the exemption for all three years was made by Laycock. Second by Wainscott. The exemption was APPROVED with unanimous consent.

**J21-009, 006-335-001-01, Clerical Error (data entry)** - Motion to APPROVE the MBOR decision to reduce the AV that was not entered prior to the certification of total values was made by Laycock. Second by Wainscott. The assessed value was APPROVED with unanimous consent.

**J21-010, 006-426-305-13, PRE (211.7cc) – 2021 Summer** - Motion to APPROVE the exemption due to clerical error on the part of the assessor's office to timely process the affidavit made by Laycock. Second by Wainscott. The exemption was APPROVED with unanimous consent.

*At 9:30 a.m., City Hall lost power, but the Board of Review continued to hold the meeting.*

**J21-011, 006-426-326-19, Poverty Exemption (211.7u) – 2021 Only** - Motion to APPROVE the exemption at 100% made by Wainscott. Second by Laycock. The exemption was APPROVED with unanimous consent.



**J21-012, 006-900-247-25, Clerical Error – Amended Personal Property Statement** - Motion to APPROVE the adjusted AV based on an itemized list provided by the business owner made by Laycock. Second by Wainscott. The AV was APPROVED by unanimous consent.

**J21-013, 006-126-104-11, PRE (211.7cc) – 2020 Summer and Winter** - Motion to APPROVE exemption was made by Laycock. Second by Wainscott. The exemption was APPROVED by unanimous consent.

**J21-014, 006-900-439-00, Clerical Error – Mailing Discrepancy for form 5076** - Motion to APPROVE the exemption was made by Laycock. Second by Wainscott. The exemption was APPROVED by unanimous consent.

**Old Business**

None

**New Business**

None

**Assessor's Report**

Assessor Thomas provided the Board with an update on the AMAR and pending appeals with the MTT.

**General Public Comment**

The floor was opened for general public comment. No comments were given.

**Recess**

Chair Laycock called the meeting into recess at 9:42 a.m. The 2021 December Board of Review is tentatively scheduled for 9:00 a.m., Tuesday, December 14, 2021.

All decision of the Board were completed before recess. Assessor Thomas, after power was restored, prepared the JBOR Change Summary and signed off on behalf of the Board members.

The 2021 July Board of Review Change Summary is attached, and, along with the original affidavits, to be made a permanent part of these minutes.

Respectfully submitted,



Dennis Wainscott  
Board of Review Secretary

Page: 1/2  
DB: 2022

Corrected	Corrected	Corrected	Corrected	Transfer
Assessed	Taxable	Corrected	Corrected	EX
Value	Value	PRE/MBT	EX	

33 MEAD ST HILLSDALE, MI 49242

3728 32ND ST HAMILTON, MI 49419

100% PRE WINTER 2019 AND ALL OF 2020 - OWNED AND OCCUPIED AS OF 7/1/2019

07 N NORWOOD AVE HILLSDALE MI 48242

DAILEY, SUSAN M  
73 W HATFIELD ST

73 W HALLETT ST HILLSDALE, MI 49242

ONE STEP MINISTRIES SOUTH CENTRAL  
EXEMPTION REQUESTED UNDER MCL 211.70 (NONPROFIT CHARITABLE INSTITUTION). PROPERTY OWNER FAILED TO RESPOND TO ASSESSOR'S REQUEST FOR

70 GOODRICH AVE HILLSDALE, MI 49242

100% PRE 2020, 2019, 2018 (2021 GRANTED BY ASSESSOR PRIOR TO JUNE 1). OWNED AND OCCUPIED AS OF 11/9/2017.

100% PRE 2020. 2019. 2018 (2021 GRANTED BY ASSESSOR PRIOR TO JUNE 1) - OWNED AND OCCUPIED AS OF 11/9/2017.

159 S WEST ST HILLSDALE, MI 48742  
159 S WEST ST HILLSDALE MI 48742

07/20/2021  
10:25 AM

2021 July BOR Change Summary

Page: 2/2  
DB: 2022

Year Parcel Number	Petition	Class	School	Assessed Value	Taxable Value	PRE/MBT Transfer	Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
Comments	/Docket									
Owner/Prop. Addr./Mail Addr.										
2021 006-335-001-01	J21-009	201	30020	161,400	100,742	0.000	125,000	100,742	0.000	0.000
CLERICAL (DATA ENTRY) ERROR - 2021 MBOR DECISION NOT ENTERED INTO DATABASE PRIOR TO FINAL CERTIFICATION OF 2021 VALUES. AV SHOULD HAVE BEEN REDUCED TO \$125										
PARKER, MARK D & MIRANDA M										
3203 BECK RD HILLSDALE, MI 49242										
3203 BECK RD STE E HILLSDALE, MI 49242										
2021 006-426-305-13	J21-010	401	30020	69,400	36,305	100.000	69,400	36,305	100.000	0.000
100% PRE FOR SUMMER 2021 - CLERICAL (DATA ENTRY) ERROR - AFFIDAVIT FILED 12/28/2020; ASSESSOR SENT LETTER REQUESTING CLARIFICATION BUT DID NOT DENY EXEMPTIO										
BURKETT, KEVIN & SUSAN										
66 S BROAD ST HILLSDALE, MI 49242										
P O BOX 671 HILLSDALE, MI 49242										
2021 006-426-326-19	J21-011	401	30020	52,500	34,916	100.000	52,500	0	100.000	0.000
REQUESTING EXEMPTION FOR REASONS OF POVERTY (MCL 211.7U). APPROVED AT 100%.										
ADAMS, KARLA										
60 W ST JOE ST HILLSDALE, MI 49242										
60 W ST JOE ST HILLSDALE, MI 49242										
2021 006-900-247-25	J21-012	251	30020	40,000	40,000	100.000	2,100	2,100	100.000	0.000
FORM 5076 (CLAIM FOR SMALL TAXPAYER EXEMPTION) NOT RECEIVED PRIOR TO DEADLINE FOR 2021 ASSESSMENT. TAXPAYER SUBMITTED ITEMIZED LIST OF PERSONAL PROPERTY FO										
ESSENTIAL MASSAGE LLC										
75 N HOWELL ST HILLSDALE, MI 49242										
10400 GLENCOE RD JEROME, MI 49249										
2021 006-900-439-00	J21-014	251	30020	40,000	40,000	100.000	0	0	100.000	0.000
TAXPAYER MAILED FORM 5076, SMALL BUSINESS PROPERTY TAX EXEMPTION CLAIM, ON 2/10/2021, BUT WAS NOT RECEIVED BY THE ASSESSOR.										
CS ROOFING										
3307 BECK RD HILLSDALE, MI 49242										
3307 BECK RD HILLSDALE, MI 49242										
								684,000	475,184	

\*Winter PRE Change

THE BOARD OF REVIEW OF CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member DKH/KAT Member DW/ Member \_\_\_\_\_

Dated \_\_\_\_\_

\*Unable to print @ time of meeting due to paper outage. Signed by assessor on behalf of members.



**To:** Members of the MML Workers' Compensation Fund  
**From:** Michael J. Forster, Fund Administrator  
**Date:** June 25, 2021  
**Subject:** Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three (3) incumbent Trustees have agreed to seek re-election and two (2) appointees are seeking election to their first term. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 13. You may also submit your ballot online by going to [www.mml.org](http://www.mml.org). Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster  
Fund Administrator  
[mforster@mml.org](mailto:mforster@mml.org)

We love where you live.



## THE CANDIDATES

### Four-year terms beginning October 1, 2021



*Susan Montenegro, Manager, City of Leslie*

Susan Montenegro has more than eight years' experience in municipal government, having started her municipal career with the City of Owosso in 2013, where she first served as an intern and was then hired as assistant city manager and director of community development. In June of 2018, Susan was appointed city manager for the City of Leslie.

Susan is a member of the Michigan Municipal Executives, currently serving on its Board and its Early Career Outreach Committee, having previously served on its Professional Development Committee. Susan is a member of the 16/50 Work Group for the Michigan Municipal League's 16/50 Project. She is a member of the International City/County Management Association (ICMA) and previously served on its Welcome Ambassadors Committee.

Prior to her career in municipal government, Susan served as a pastor in the United Methodist Church for 10 years. Her move to local government was natural, with her extensive background working with volunteers and boards to promote growth, inclusiveness, and community spirit. Team building, outreach, and service have always been at the heart of everything Susan does.

Susan holds an Associate of Arts degree in Business from the University of Phoenix, a Bachelor of Science degree in Human Services Management from the University of Phoenix graduating with honors, and a Masters degree in Public Administration from the University of Michigan-Flint. Susan is seeking election to her first term.

## THE CANDIDATES

### Four-year terms beginning October 1, 2021



*Lois Allen-Richardson, Mayor, City of Ypsilanti*

Lois has more than sixteen years of experience as a municipal official, currently serving as mayor of the City of Ypsilanti, having previously served as its councilmember and mayor pro tem. She is a founding member and the current president of Michigan Black Caucus of Local Elected Officials (MBC-LEO). Lois is also currently serving as president of the Elected Officials Academy Advisory Board, has previously served as a MML Board of Trustee member and is a past regional secretary with MML. Lois is also involved in several local civic organizations. Lois is seeking election to her second term.



*Brian Boggs, City Council Member, City of Durand*

Brian Boggs has more than 18 years' experience in local government and is currently the Shiawassee County Administrator and a longtime member of the Durand City Council. Brian is an Assistant Professor for the Hubert H. Humphrey Fellowship Programs in International Studies and Programs at Michigan State University. He has written extensively on educational organizational complexity, specifically as it affects urban schools and policy. He has most recently been published in Teacher's College Record at Columbia with a piece titled, "Conceptualizing Virtual Instructional Resource Enactment in an Era of Greater Centralization, Specification of Quality Instructional Practices, and Proliferation of Instructional Resources." Further, he has published book chapters in: Handbook of Urban Education Leadership; Handbook of Education Politics and Policy; School to Prison Pipeline; Emerging Issues and Trends in Education; Beyond Marginality; and Educational Policy Goes to School. He has also been published in the Journal of School Public Relations. Brian holds a Ph.D. in educational policy from Michigan State University and is currently finishing his J.D. from Mitchell Hamline School of Law. He holds an MA in Rhetoric and a BA in English from the University of Michigan. Brian is seeking election to his first term.



*Maureen Donker, Mayor, City of Midland*

Maureen has more than five years of experience as a municipal official, and has served as mayor of Midland since 2009. She has been the Executive Director of The Reece Endeavor of Midland, a community program providing homes for individuals with special needs, since 1998. Maureen is also active in the Midland community, serving on various local and regional civic organizations. Maureen is seeking re-election to her third term.



*Scott Erickson, Manager, City of Ironwood*

Scott has more than thirty years of experience as a municipal official, serving as city manager of Ironwood since 2005. He previously served with the city of Oshkosh, WI and Andover, MN. Scott was a Michigan Municipal League Board of Trustees member from 2011-2014 and received the MML Jim Sinclair Exceptional Service Award in 2016. He has previously served as the president of the Upper Peninsula City Managers Organization and is involved in several local civic organizations. Scott is seeking election to his second term.



**Michigan Municipal League  
Workers' Compensation Fund**

**OFFICIAL BALLOT - 2021**

Vote for five Trustees by marking the line to the left of the name for four (4) year terms beginning October 1, 2021.

☒ **Lois Allen-Richardson, Incumbent**  
Mayor, City of Ypsilanti

☒ **Brian Boggs, Appointee**  
City Council Member, City of Durand

☒ **Maureen Donker, Incumbent**  
Mayor, City of Midland

☒ **Scott Erickson, Incumbent**  
Manager, City of Ironwood

☒ **Susan Montenegro, Appointee**  
Manager, City of Leslie

---

Write-in Candidate

I hereby certify that:

---

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

---

Official Signature

Date:

**Ballot deadline:  
August 13, 2021**

**City of Hillsdale  
Tax Increment Finance Authority (TIFA)  
Dawn Theater Governance Board (DTGB)  
City Hall, Second Floor Conference Room  
Thursday, June 17, 2021 at 11:00 am  
Minutes**

**I. Members Present:** Mary Wolfram (Chair), James Brandon, Tim Sullivan, Peggy Youngs, Lance Lashaway

**II. Others Present:** Penny Swan, Jack McLain, Alan Beeker, Sam Frye

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B. Lance Lashaway moved to accept Mary Wolfram as Chair, James Brandon seconded, motion approved. Tim Sullivan did not vote as he was not sworn in.

### **C. Booking acts for the theater when opened**

- Mary Wolfram tabled the item due to length of meeting.

## **VI. Committee Members’ Comments**

## **VII. Public Comment**

Jack McLain felt the member appointment for Tim Sullivan and the resignation of Councilman Stuchell from the DTGB was orchestrated. Questioned whether the liaison of TIFA can be the Chair.

## **VIII. Adjournment**

James Brandon voted to adjourn, Lance Lashaway seconded, motion approved.  
Adjourned at 12:37 pm.

**Next meeting scheduled for June 29, 2021 at 11:00 am in the City Hall Conference Room.**

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** August 2, 2021

**Agenda Item:** Consent Agenda

**SUBJECT:** Hillsdale College Alley Closure (Annual Welcome Party)

## **BACKGROUND PROVIDED Michelle Loren, Recreation Director**

In July, 2021, the Hillsdale City Police Dept. received correspondence from Hillsdale College Security and Emergency Management requesting the closure of the north/south alley west of Hillsdale Street, south of College Street, north of Fayette Street between Hillsdale and Manning Streets on Monday, August 23, 2021 for its Annual Welcome Party.

A noise variance request and TCO #2021-20 closing the alley from 8:00 p.m. to 12:00 Midnight on August 23, 2021 were approved by Council at the July 19, 2021 Council Meeting,

An Agreement for Use of Alley has been approved by the City Attorney's office for signature by the Mayor and Clerk and the Chief Administrative Officer of Hillsdale College.

## **RECOMMENDATION:**

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

Respectfully,  
Michelle Loren, Recreation Director

**AGREEMENT FOR USE OF ALLEY**  
**Hillsdale College – Annual Welcome Party**  
**August 23, 2021**

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

**Preamble**

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

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

The College desires to sponsor and promote an event that is open to its students, staff, guests, and other members of the public at which food and non-alcoholic drink concessions, music and other activities will be provided. The event is proposed to take place in a large tent to be located on an open lot on Hillsdale Street between premises commonly known and designated as 180 Hillsdale Street and 204 Hillsdale Street on Monday, August 23, 2021 between the hours of 8:00 p.m. and midnight. The event will require the closing of the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

The College represents that it is and will be responsible for the oversight of the event and all expenses associated with it. The College further represents that it has created appropriate regulations and policies by which it will regulate the activities of participants and attendees and their safety, and that participation in its event is and will be open to all participants and attendees on a nondiscriminatory basis.

The City has determined that it is in its best interests and the interests of the general public to allow the College to hold its planned activity as above described, and to close and allow the College's use of the referenced alley in connection with it. The College has agreed to do so in accordance with and subject to the following terms and conditions.

**Agreement**

1. In consideration of and reliance on the College's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close and use the alley



that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street in connection with it. Among other things, it is agreed that:

- A. The described alley shall be closed to motor vehicle traffic between 8:00 p.m. and midnight on Monday, August 23 2021 pursuant to TCO#2021-20 approved by City Council at a regular meeting held on July 19, 2021.
  - B. The College shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described alley as shown on the attached Exhibit A, so as to close off the alley to motor vehicle traffic between 8:00 p.m. and midnight on Monday, August 23, 2021.
  - C. Between the hours of 11:00 a.m. and 8:00 p.m. on August 23, 2021 the College may exclusively use the described alley for the purpose of transporting, erecting, installing and removing equipment, tents signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.
  - D. Between the hours of 12:00 p.m. and midnight on May 21, 2021 the College my use the described alley in connection with its above described planned activities.
  - E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced vacant lot and alley to cease on or before midnight on August 23, 2021.
  - F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described alley, open the alley to public travel, and completely restore the alley to a condition that is at least as good as when taken.
- 2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
  - 3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
  - 4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
    - A. Immediately after midnight on August 23, 2021, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described alley and open the alley to vehicular traffic.
    - B. Upon receiving such permission, but not before, the College shall remove the barricades and open the alley to public travel and vehicular traffic. When the barricades are removed, the College shall place them out of the main traveled portion of the alley

until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Tuesday, August 24, 2021.

C. Between the hours of 8:00 a.m. and noon on August 24, 2021, the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore the alley to at least as good condition as when taken.

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

6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described alley.

7. The College agrees that it shall not permit any public way other than the described alley to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the referenced vacant lot and the above-described alley.

8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.

9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.

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

11. The College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of the College's presence on and use of the above-described alley through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

12. The College shall carry and provide all workers' compensation insurance coverage at its sole expense for its staff, employees, and agents as is required by the laws of the State of Michigan, and provide proof thereof to Hillsdale prior to the commencement of any work or activity under this agreement.

13. The College hereby accepts the exclusive control over the above-described alley and the activities to be conducted thereon, it being the intention of the parties that the College is and shall be solely responsible for maintaining and regulating the described areas and all associated facilities and activities in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of all those who will be using them, or who will be otherwise be attending or participating in or otherwise present within the area of the College's event.

14. The College further agrees to and shall defend, indemnify and hold the City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the alley or event area;

B. Defects of any kind or nature in the City's alley right of way, its surface or subsurface;

C. All other damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses or injuries, including death, that result from or because of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature, however caused.

Provided, however the College shall not be obligated to defend, indemnify and hold the City harmless from for any damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses caused by or resulting from the City's sole negligence.

15. The College agrees that any and all documents provided to the City under this agreement are subject to disclosure and hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Freedom of Information Act, a court order, or under such other circumstances as the City might, in its sole discretion, decide.

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

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

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

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

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

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

CITY OF HILLSDALE

HILLSDALE COLLEGE

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Adam Stockford, Mayor  
City of Hillsdale

---

Richard Péwé  
Chief Administrative Officer  
Hillsdale College

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Katy Price, Clerk  
City of Hillsdale

Dated: August \_\_\_\_, 2021

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Dated: August \_\_\_\_, 2021

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 2, 2021

**Agenda Item:** Consent Agenda

**Subject:** Annual Bow Hunt within City Limits

**Background:**

Approval is requested for the City of Hillsdale to allow permitted hunters to hunt deer within the City Limits for the upcoming 2021 State of Michigan Archery Deer Season. The administration of this hunt will be handled by the Police Department. All licenses are required to be purchased through the Michigan DNR and hunters are required to follow all State Laws pertaining to the Archery Deer Season.

**Recommendation:**

Approval of this request is recommended as this has been approved since 2010.

Scott A. Hephner

Chief of Police / Fire Chief

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 2, 2021  
**Agenda Item:** Consent Agenda  
**Subject:** Alley closure and Noise variance

**Background:**

Hillsdale College requests the closure of the alley west of Hillsdale Street between E. Fayette Street and E. College Street on Tuesday August 24, 2021 from 8:30 a.m. to 3:00 p.m. for their Student Involvement Fair which will be held on the open lot between 180 and 204 Hillsdale Street.

A noise variance has also been requested for this location during the requested times.

**Recommendation:**

Approval of this request is recommended as this is an annual event.

Scott A. Hephner



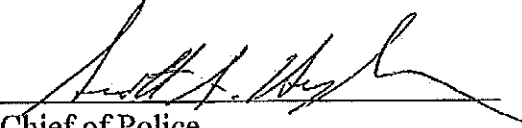
Chief of Police / Fire Chief

**TRAFFIC CONTROL ORDER**  
**2021-24**

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.

**North/South Alley that is west of Hillsdale St., south of College St., and north of E. Fayette St. between Hillsdale St. and N. Manning St. will be closed to all traffic from 8:30 am to 3:00 pm on Tuesday, August 24, 2021 for the Hillsdale College Student Involvement Fair.**

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.

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
07/28/21  
Date

Received for filing in the office of the City Clerk at 11:00 a.m. on the 28 day  
of July, 2021.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
07/28/21  
Date

RESOLUTION # \_\_\_\_\_

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Adam L. Stockford, Mayor

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk

Received by  
Date  
Amount Rec'd  
Check #

*Charles DeMunnick*  
*7/16/21*



Permit # \_\_\_\_\_

### CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the  
Permit on-site

**Hillsdale College**      **7/16/2021**

Applicant's Name <b>33 E College Street</b>		Contractor's Name	
Mailing Address <b>Hillsdale, MI 49242</b>		Mailing Address	
City <b>517-607-2597</b>	State <b>MI</b>	City	State
Zip Code <b>49242</b>		Zip Code	
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE: Request permission to close alley's right of way and pedestrian access between E. College Street and Fayette Street from 8:30 am on Tuesday, August 24, 2021 until 3:00 pm.

LOCATION: (Drawing to be provided)

See attached map

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED: Stadium Type III Barricades and pedestrian barricades to be used.

TIME PERIOD:

COMMENCING DATE: **August 24, 2021**      TIME: **8:30 am**      ENDING DATE: **August 24, 2021**      TIME: **3:00 pm**

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Performance Bond \$ _____ |
| <input type="checkbox"/> Construction Plan                   | <input type="checkbox"/> Subcontractor's Names     |
| <input type="checkbox"/> 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

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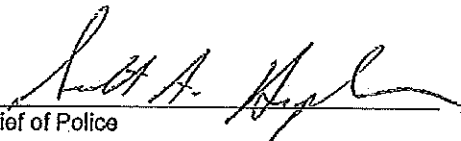
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Recommendation for Issuance

☒ Approved ☐ Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

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Bond Received \$ \_\_\_\_\_

Fee Received \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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

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

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



HILLSDALE COLLEGE  
Pursuing Truth • Defending Liberty since 1811

July 16, 2021

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

Dear Chief Hephner:

In accordance with our past practices and procedures, Hillsdale College is requesting to close the right of way along the alley between E College Street and E. Fayette Street from 8:30 am to 3:00 pm for our student involvement fair on Tuesday, August 24, 2021. This event will be held on the open lot on Hillsdale Street between 180 Hillsdale Street and 204 Hillsdale Street. Hillsdale College Security personnel will place, remove, and attend to all necessary barricades and traffic control signs.

If you have any questions, please call me at 517-607-2454.

Thank you for your consideration on this request.

Respectfully submitted,

William K. Whorley  
Director of Security

WKW/Imm

Calloway Dr  
Park St  
E Calloway Dr  
Barber Dr  
Union St  
Hillside St  
Hillside College  
33 E College St  
N Manning St  
College St  
W Fayette St  
E Fayette St  
Hillside St  
River St  
N West St  
Academy Dr  
Oak St  
Hillside

City Alley  
Type III Stadium and  
Pedestrian Barricades used  
at North and South end



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2021

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vested Risk Strategies, Inc. P.O. Box 265 Hillsdale MI 49242		<b>CONTACT NAME:</b> Jenalle Beaman <b>PHONE (A/C, No. Ext):</b> (517) 439-1501 <b>FAX (A/C, No.):</b> (517) 439-4254 <b>E-MAIL ADDRESS:</b> jbeaman@vestedrisk.com		
<b>INSURED</b> Hillsdale College 33 E College Street Hillsdale MI 49242-1205 (517) 607-2239		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: National Union Fire Insurance		19445
		INSURER B: United Educators Insurance		10020
		INSURER C:		
		INSURER D:		
INSURER E:				
INSURER F:				

## COVERAGES

CERTIFICATE NUMBER: Cert ID 2373

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5425499	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC43172198 / WC43172	10/16/2020	10/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$

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

## CERTIFICATE HOLDER

## CANCELLATION

Hillsdale College Security  
33 E. College Street  
Hillsdale MI 49242

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

AUTHORIZED REPRESENTATIVE

*Christopher S. Sorenson*

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July 16, 2021

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

Dear Chief Hephner:

Hillsdale College requests a noise variance for Tuesday, August 24, 2021 starting at 10:00 a.m. and ending at 2:30 pm for a student involvement fair which will be held on the open lot on Hillsdale Street between 180 Hillsdale Street and 204 Hillsdale Street.

Respectfully submitted,

William K. Whorley  
Director of Security  
517-607-2454

WKW/Imm

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 2, 2021  
**Agenda Item:** Consent Agenda  
**Subject:** Requests for street closure and noise variance

**Background:**

Hillsdale College requests to close Hillsdale Street along with sidewalks between E. College St. and Galloway/Barber Drive on Sunday August 22, 2021 from 1:30 p.m. to 5:30 p.m. for Freshman Convocation. A noise variance has also been requested for the location during the stated time period. See attached Right of Way use application.

**Recommendation:**

Approval of this request is recommended as this is an annual event.

Scott A. Hephner

Chief of Police / Fire Chief

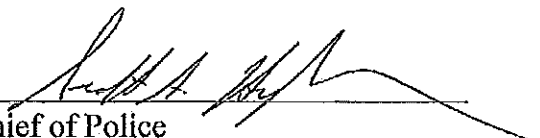
**TRAFFIC CONTROL ORDER**  
**2021-22**

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.

**Hillsdale St. between E. College St. and Galloway/Barber Drive will be closed to all traffic, as well as adjacent sidewalks from 1:30 pm to 5:30 pm on Sunday, August 22, 2021 for the Hillsdale College Freshman Convocation ceremony.**

**Hillsdale College Security Personnel will place, remove, and attend all necessary barricades and traffic control signs.**

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.

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
07/28/21  
Date

Received for filing in the office of the City Clerk at 10:00 a.m. on the 28 day of July, 2021.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
07/28/21  
Date

**RESOLUTION # \_\_\_\_\_**

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Adam L. Stockford, Mayor

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk

Received by  
Date  
Amount Rec'd  
Check #

Chris Hephner  
07/19/21



Permit #

### CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the  
Permit on-site

Hillsdale College

7/16/21

Applicant's Name 33 E College Street		Contractor's Name		Date	
Mailing Address Hillsdale MI 49242		Mailing Address			
City	State	Zip Code	City	State	Zip Code
517-607-2597					
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE:

Close Hillsdale Street and the adjacent right of way from E College Street to W Galloway Drive/Barber Drive. Vehicle and pedestrian traffic will be routed east on College Street, north on N West Street, and then west on W Galloway Drive.

LOCATION: (Drawing to be provided)

See attached map.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Stadium III Barricades and Pedestrian Barricades are to be used along with advanced warning signs

TIME PERIOD:

COMMENCING DATE: Sunday, August 22, 2021 TIME: 1:30 pm ENDING DATE: Sunday, August 22, 2021 TIME: 5:30 pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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



**Staff Use Only**

Recommendation for Issuance

☐ Approved ☐ Denied

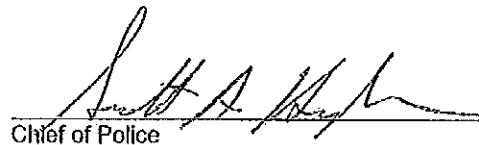
Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

Recommendation for Issuance

☒ Approved ☐ Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

Bond Received \$ \_\_\_\_\_

Fee Received \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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

Return Application to:  
Department of Public Services  
149 Waterworks Drive  
Hillsdale, MI 49242

or  
City of Hillsdale Clerk  
97 N. Broad St.  
Hillsdale, MI 49242  
Or email to: [jhammel@cityofhillsdale.org](mailto:jhammel@cityofhillsdale.org)

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



July 16, 2021

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

Dear Chief Hephner:

In accordance with our past practices and procedures, Hillsdale College is requesting to close the right of way, including both the street and the sidewalk, along Hillsdale Street between E College Street and Galloway/Barber Drive from 1:30 p.m. to 5:30 p.m. for our Freshman Convocation on Sunday, August 22, 2021. Closing Hillsdale Street will serve to protect the public by providing a detour away from central campus and to protect students, during the closure, from wandering into a very busy street and possibly being injured. In the case of inclement weather, the Convocation Ceremony will be moved to the Biermann Athletic Center (91 E. College Street) and the street will not need to be closed.

We would reroute foot and vehicular traffic from Hillsdale Street onto E College Street, then north/south on N West Street, and then back along E Galloway Drive. We would like to request pedestrian detour signs as well as pedestrian barricades, if needed. Hillsdale College Security personnel will place, remove, and attend to all necessary barricades and traffic control signs.

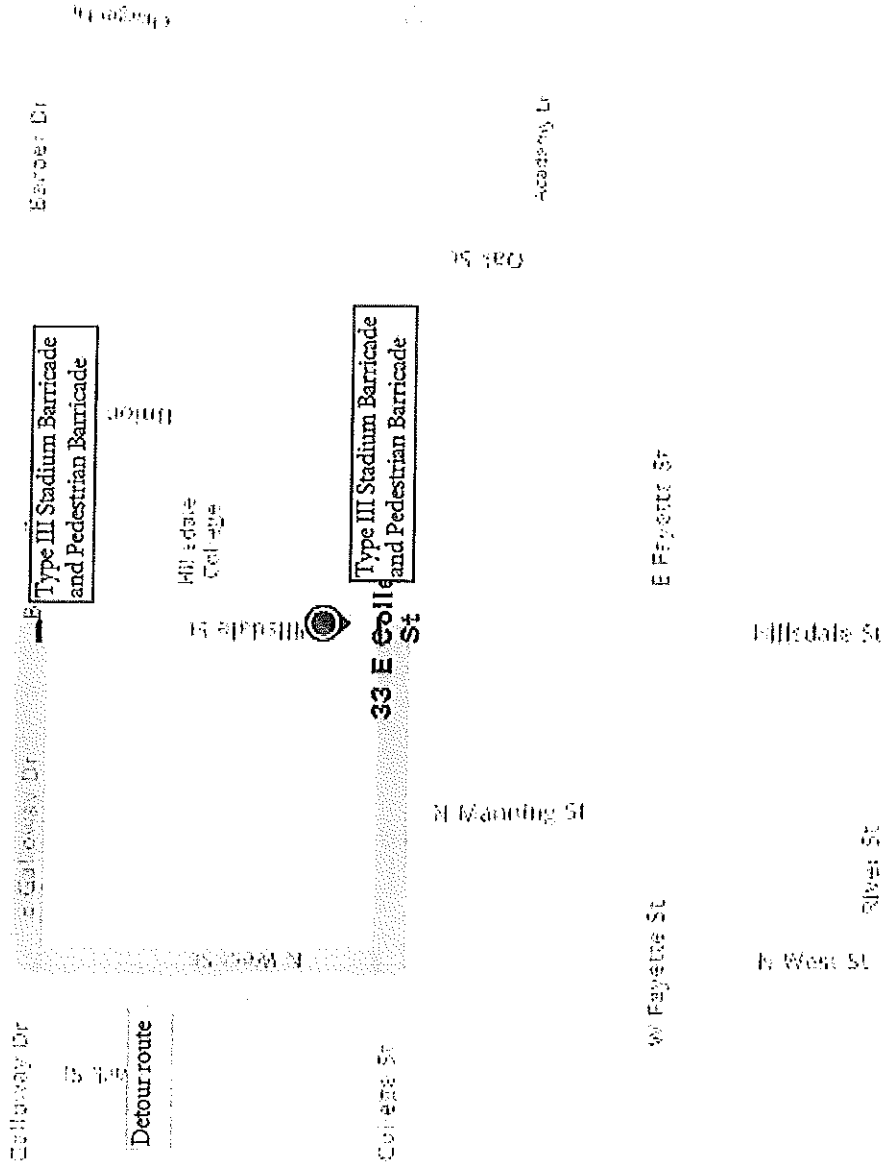
If you have any questions, please call me at 517-607-2454.

Thank you for your consideration on this request.

Respectfully submitted,

William K. Whorley  
Director of Security

WKW/lmm





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2020

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Vested Risk Strategies, Inc.  
P.O. Box 265  
Hillsdale MI 49242

CONTACT  
NAME: Jenalle Beaman  
PHONE (AC, Ho, Ex): (517) 439-1501 FAX (AC, Ho): (517) 439-4254  
E-MAIL ADDRESS: cswmna@vestedrisk.com

INSURED  
Hillsdale College (517) 607-2239  
33 E College St  
Hillsdale MI 49242-1205

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance	19445
INSURER B: United Educators Insurance	10020
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 2004

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		U75-85D	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5425499	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		U75-85D	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC43172198 / WC43172	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$

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

**CERTIFICATE HOLDER****CANCELLATION**

Hillsdale College Security  
33 E. College Street  
Hillsdale MI 49242

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



July 16, 2021

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

Dear Chief Hephner:

Hillsdale College would like to request a noise variance on Sunday, August 22 starting at 3:00 pm until 6:00 pm for Freshman Convocation - which will take place on the East Lawn (33 E. College Street) or in case of rain, the Biermann Athletic Center (91 E. College Street).

Hillsdale College would also like to request a noise variance for Sunday, August 22 starting at 4:00 pm and ending at 8:00 pm for the Freshman Dinner, which is hosted on the open lot on Hillsdale Street between 180 Hillsdale Street and 204 Hillsdale Street.

If you have any questions, please call me at 607-2454, or Zane Mabry at 607-2625. Thank you for your assistance.

Thank you for your assistance.

Respectfully submitted,

William K. Whorley  
Director of Security

WKW/lmm

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 2, 2021  
**Agenda Item:** Consent Agenda  
**Subject:** Alley closure and Noise variance

**Background:**

Hillsdale College requests the closure of the alley west of Hillsdale Street between E. Fayette Street and E. College Street on Sunday August 22, 2021 from 5:00 p.m. to 8:00 p.m. for their Freshman Dinner which will be held on the open lot between 180 and 204 Hillsdale Street.

A noise variance has also been requested for this location during the requested times.

**Recommendation:**

Approval of this request is recommended as this is an annual event.

Scott A. Hephner

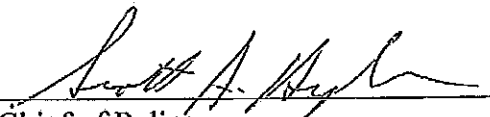
Chief of Police / Fire Chief

**TRAFFIC CONTROL ORDER**  
**2021-23**

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.

**North/South Alley that is west of Hillsdale St., south of College St., and north of E. Fayette St. between Hillsdale St. and N. Manning St. will be closed to all traffic from 5:00 pm to 8:00 pm on Sunday, August 22, 2021 for the Hillsdale College Freshman Dinner.**

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.

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
07/28/21  
Date

Received for filing in the office of the City Clerk at 11:00 a.m. on the 28 day  
of July, 2021.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
07/28/21  
Date

**RESOLUTION # \_\_\_\_\_**

IT IS HEREBY RESOLVED that effective immediately the above Traffic Control Order is made permanent.

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Adam L. Stockford, Mayor

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk

Received by  
Date  
Amount Rec'd  
Check #

Chad Hedner  
8/11/21



Permit #

### CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the  
Permit on-site

Hillsdale College 7/16/2021

Applicant's Name 33 E College Street		Contractor's Name	
Mailing Address Hillsdale, MI 49242		Mailing Address	
City 517-607-2597	State	City	State
Zip Code		Zip Code	
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE: Request permission to close alley's right of way and pedestrian access between E. College Street and Fayette Street from 5:30 pm on Sunday, August 22, 2021 until 8:00 pm.

LOCATION: (Drawing to be provided)

See attached map

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED: Stadium Type III Barricades and pedestrian barricades to be used.

TIME PERIOD:

COMMENCING DATE: August 22, 2021 TIME: 5:30 pm ENDING DATE: August 22, 2021 TIME: 8:00 pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- ☒ Certificate of Insurance  
☐ Performance Bond \$ \_\_\_\_\_  
☐ Construction Plan  
☐ Subcontractor's Names  
☐ Other

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



**Staff Use Only**

Recommendation for Issuance

☐ Approved ☐ Denied

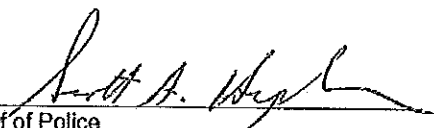
Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

Recommendation for Issuance

☒ Approved ☐ Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

Bond Received \$ \_\_\_\_\_

Fee Received \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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

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

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



HILLSDALE COLLEGE  
PURSUING TRUTH • DEFENDING LIBERTY SINCE 1851

July 16, 2021

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

Dear Chief Hephner:

In accordance with our past practices and procedures, Hillsdale College is requesting to close the right of way along the alley between E College Street and E. Fayette Street from 5:00 pm to 8:00 pm for our Freshman Dinner on Sunday, August 22, 2021. Hillsdale College Security personnel will place, remove, and attend to all necessary barricades and traffic control signs.

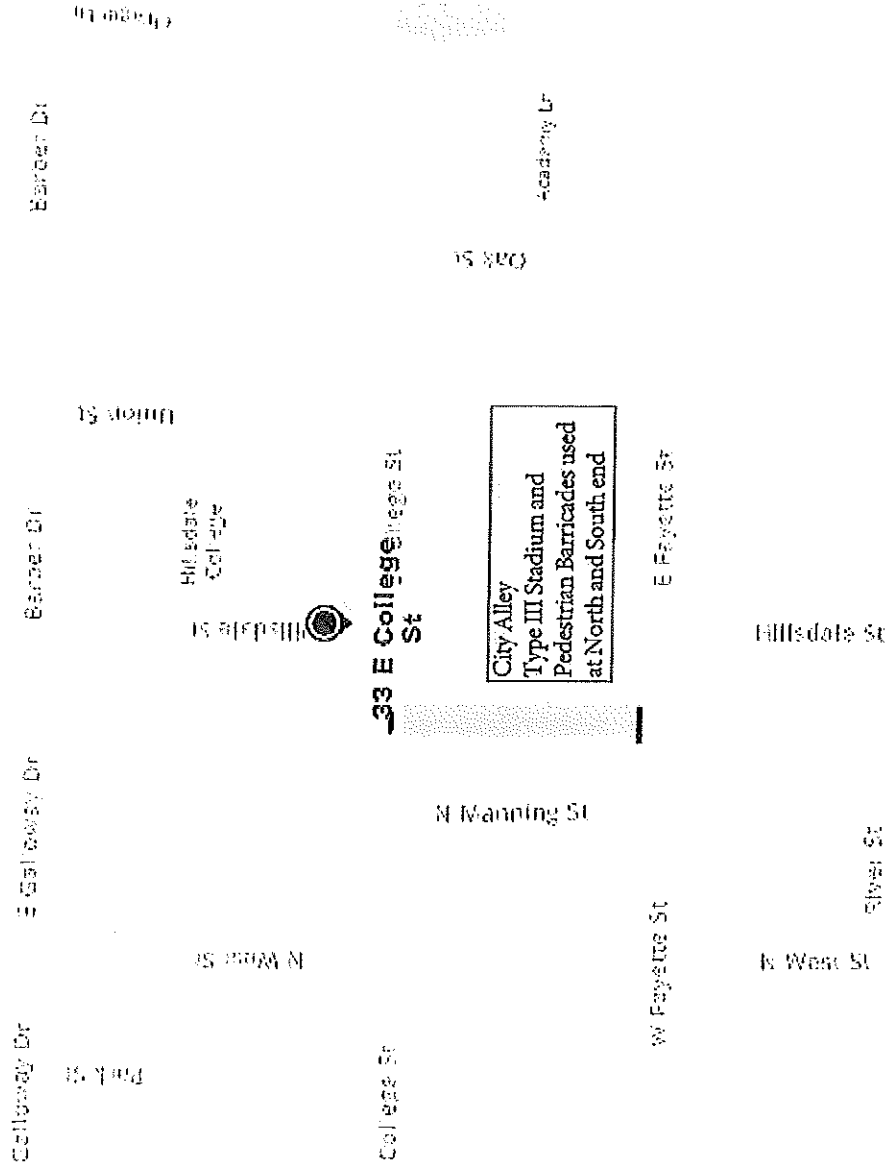
If you have any questions, please call me at 517-607-2454.

Thank you for your consideration on this request.

Respectfully submitted,

William K. Whorley  
Director of Security

WKW/lmm





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2021

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Vested Risk Strategies, Inc.  
P.O. Box 265  
Hillsdale MI 49242

CONTACT NAME: Jenalle Beaman  
PHONE (A/C, No, Ext): (517) 439-1501 FAX (A/C, No): (517) 439-4254  
E-MAIL ADDRESS: jbeaman@vestedrisk.com

INSURED  
Hillsdale College (517) 607-2239  
33 E College Street  
Hillsdale MI 49242-1205

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance	19445
INSURER B: United Educators Insurance	10020
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: Cert ID 2373

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5425499	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 1,000,000		U75-85D	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC43172198 / WC43172	10/16/2020	10/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$

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

## CERTIFICATE HOLDER

Hillsdale College Security  
33 E. College Street  
Hillsdale MI 49242

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Christy Sumner*

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**MICHIGAN ECONOMIC**  
DEVELOPMENT CORPORATION

7/15/2021

**VIA EMAIL**

adamlstockford@gmail.com

The Honorable Adam Stockford  
Mayor of City of Hillsdale  
City of Hillsdale  
97 N. Broad Street  
Hillsdale, MI 49242

**RE: 2021 Water-Related Infrastructure (WRI) Funding Round**

Dear Mayor Stockford :

Thank you for giving the Michigan Economic Development Corporation (MEDC) the opportunity to review the City of Hillsdale's 2021 WRI Application under the Michigan Strategic Fund's Community Development Block Grant (CDBG) Program.

After carefully reviewing the 61 submitted WRI applications, 11 communities were selected to proceed in the application process. Based on the MEDC's evaluation, your community is not being recommended to continue in the application process.

If you would like to discuss the scoring of your proposed project and ways to improve your submission, please send your contact information to [CDBG@michigan.org](mailto:CDBG@michigan.org).

Sincerely,

Christine Whitz  
Director, Community Development Block Grant Program

cc: David Mackie, City Manager, [dmackie@cityofhillsdale.org](mailto:dmackie@cityofhillsdale.org), via email  
Paula Holtz, CATeam Specialist, [holtzp@michigan.org](mailto:holtzp@michigan.org), via email  
Greg West, CDBG Program Manager

PURE  MICHIGAN®

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
MICHIGAN GAS UTILITIES CORPORATION  
CASE NO. U-20882**

- Michigan Gas Utilities Corporation requests Michigan Public Service Commission's approval to implement its biennial 2022-2023 EWR plan, including alternative compliance payments and approve revised EWR surcharges.
- The information below describes how a person may participate in this case.
- You may call or write Michigan Gas Utilities Corporation, 899 S. Telegraph Rd., Monroe, MI 48161, (734) 457-6137, for a free copy of its application. Any person may review the documents at the offices of Michigan Gas Utilities Corporation.
- A pre-hearing will be held:

**DATE/TIME:**      **Thursday, August 12, 2021 at 9:30 AM**

**BEFORE:**        **Administrative Law Judge Jonathan Thoits**

**LOCATION:**       **Video/Teleconferencing**

**PARTICIPATION:**    Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Michigan Gas Utilities Corporation's (MGUC) June 22, 2021 application requesting the Commission to: 1) determine that MGUC's proposed payments to the Administrator for 2022 and 2023 satisfy its obligations under PA 295, as amended by PA 342; 2) approve MGUC's proposed revised EWR surcharges effective January 1, 2022; 3) approve MGUC proposal of \$2,674,751 to be paid to the Administrator in 2022 and \$2,958,480 in 2023 and that these amounts constitute 2.00% of MGUC's gas retail revenues for 2020 and 2021 respectively; 4) approval for MGUC to roll in the 2020 EWR reconciled net cumulative over-recovery of \$133,953 as identified in Case No. U-20872; and 5) grant MGUC such other and additional relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 5, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Michigan Gas Utilities Corporation's attorney, Sherri A. Wellman, One Michigan Ave., Ste. 900, Lansing, MI 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-20882. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Michigan Gas Utilities Corporation's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Michigan Gas Utilities Corporation. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

## HILLSDALE COUNTY PLANNING COMMISSION

### Resolution to include the "Hillsdale County Recreation Plan 2021-2025" as an addendum to the "Hillsdale County Master Land Use Plan"

Resolution 2021-001

July 19, 2021

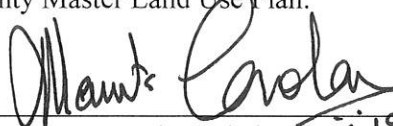
**WHEREAS**, the Hillsdale County Park Trustees has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five year period covering the years 2021-2025, and

**WHEREAS**, the Hillsdale County Recreation Plan was adopted by the Hillsdale County Park Trustees following a public hearing held on June 9, 2021, and

**WHEREAS**, the Hillsdale County Board of Commissioners adopted the Hillsdale County Recreation Plan by resolution 21-068 on June 22, 2021, and

**WHEREAS**, a request has been made to the Hillsdale County Planning Commission to include the adopted Hillsdale County Recreation Plan as part of the Hillsdale County Master Land Use Plan.

**NOW, THEREFORE BE IT RESOLVED** that as part of the current updating to the Hillsdale County Master Land Use Plan, the Hillsdale County Planning Commission shall include the 'Hillsdale County Recreation Plan 2021-2025' as an addendum to the Hillsdale County Master Land Use Plan.

  
\_\_\_\_\_  
Namrata Carolan, Chair 7-19-2021

Yeas: Namrata Carolan, Aaron Ritter, Doug Ingles, Susan Smith, Andy Welden

Nays: None

Absent: Jack McLain, Troy Reehl



# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** August 2, 2021

**AGENDA ITEM #:** New Business

**SUBJECT:** Vacant Land Offer – 203 Development Drive

**BACKGROUND PROVIDED BY STAFF (Kelly LoPresto, Economic Development Coordinator)**

The City of Hillsdale has approximately 200 acres of vacant land for sale in the Manufacturing & Technology Park. An offer was recently received from our realtor, Jones Lang LaSalle Michigan, LLC (JLL), for 203 Development Drive (3.92 acres) in the amount of \$20,000. The Economic Development Corporation (EDC) Manufacturing & Technology Park Committee met to review the offer and are recommending the City move forward with the sale. Prior to building the buyer will have to receive Planning Commission approval.

**RECOMMENDATION:**

City Council consider approval of the offer to purchase 203 Development Drive (3.92 acres) in the amount of \$20,000.



July 19, 2021

City of Hillsdale  
97 North Broad St  
Hillsdale, MI 49242  
Attention: Kelly LoPresto

RE: Hillsdale Manufacturing & Tech Park

Dear City of Hillsdale:

This letter is to serve as a non-binding letter of intent (LOI) setting forth the basic business terms upon which Fix Roof LLC, ("Purchaser") is interested in negotiating the purchase of approximately 3.92 acres of vacant land, located at a location known as 203 Development Drive, Hillsdale, Michigan ("Property"). Property has the Permanent Parcel # 006-221-202-04 PARCEL ID (Exhibit A). If this LOI is accepted, a formal Buy/Sell agreement will be provided by the Purchaser.

The proposed purchase price for the Property would be \$20,000.00 cash at closing.

Upon the execution of an acceptable Buy/Sell Agreement, Purchaser would make a Five Thousand Dollar (\$5,000.00) earnest money deposit into a mutually agreeable escrow account, which would be credited to the purchase price at closing. The deposit would be fully refundable during the ninety (90) day due diligence period, which shall begin upon the full execution of the Buy/Sell agreement, after which time, said deposit would become non-refundable.

Seller would be responsible for providing title insurance and paying for the transfer tax and any special assessments currently affecting the Property. Further, within Five (5) days of the execution of the LOI and prior to the execution of the Buy/Sell Agreement, Seller would provide to Purchaser copies of all site plans, property surveys, and environmental and engineering reports in its possession with regard to the Property.

Purchaser would have ninety (90) days from the execution of the Buy/Sell Agreement in which to perform its due diligence activities. Closing on the purchase shall be no later than ten (10) days after removal of all contingencies.

Seller agrees to pay Jones Lang LaSalle Michigan, LLC. a commission on the total sale price, agreed to per a separate agreement.

Without qualifying our intentions to proceed with negotiations and the early execution and delivery of a buy and sell agreement incorporating the terms outlined above, it should be understood that Purchaser shall not be bound by this proposal unless and until a mutually acceptable Buy/Sell Agreement, setting forth a complete understanding between Purchaser and Seller, shall have been executed and delivered.

I look forward to the successful consummation of this transaction.

Sincerely,

Bob Horn, SIOR  
Senior Vice President  
JLL Michigan

Marlee Delaney  
Associate  
JLL Michigan

JLL  
15 Ionia Avenue SW  
Suite 360  
Grand Rapids, MI 49503

T +1 616 649 3552  
[www.jll.com/grandrapids](http://www.jll.com/grandrapids)



**Agreed and Accepted By Seller:**

Seller: City of Hillsdale

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed and Accepted By Purchaser:**

Purchaser: Fix Roof LLC

By: Valerie Swearingin

Its: Member

Date: 7-19-21

Exhibit A



PROPERTY LEGAL DESCRIPTION

PLAT MAP DIAGRAM

JLL  
15 Ionia Avenue SW  
Suite 360  
Grand Rapids, MI 49503

T +1 616 649 3552  
[www.jll.com/grandrapids](http://www.jll.com/grandrapids)

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 2, 2021

**Agenda Item #:** New Business

**SUBJECT:** Employee Handbook

### **BACKGROUND PROVIDED BY STAFF**

The City uses the Handbook to provide a consistent set of policies and procedures for employees. The Handbook has not been updated on policies for several years, so this reflects all new Federal and State requirements for employers and employees. The Handbook has been reviewed by the O&G Committee and they have recommended its approval.

We have implemented some new policies that will have an effective date of July 1, 2021. If approved by council new policies are as follows:

- PTO Policy
- Commercial Driver's License requirement
- Call to Duty
- Martin Luther King Day

All current and new employees will receive a copy of the Handbook and be required to acknowledge receipt of it for their personnel file.

### **RECOMMENDATION:**

City Council review and approve the updated City Handbook.

# **The City of Hillsdale**

## **Acknowledgement of Receipt of Employee Handbook**

I acknowledge that I have received a copy of the City of Hillsdale Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the City.

I also understand that the purpose of this Handbook is to inform me of the City's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any City employee, nor is it intended to create contractual obligations of any kind. I understand that the City has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

If a dispute with the policies in this Handbook arises, I agree to communicate my disagreement with the City Manager and/or Human Resources.

**Please sign and date below as acknowledgement of the receipt of the Employee Handbook.**

---

**Signature**

---

**Date**

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**Full Name** (please print)

## Letter from the City Manager

To all employees,

On behalf of the Mayor and Council, I thank you for your willingness to serve the City of Hillsdale and wish you success here.

The City values all of its employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the City alike can thrive. The City provides an Open Door Policy in which employees are encouraged to take problems to the next level of management if they are unable to resolve a situation with their immediate supervisor.

The City is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. The City provides for fair treatment of employees based on merit.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, thank you for your willingness to serve this great community.

City of Hillsdale

David E. Mackie  
City Manager

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## City of Hillsdale Background

Hillsdale, Michigan was founded in 1835 and incorporated as a City in 1869. Since 1844, it has been the county seat of Hillsdale County and currently has a population of approximately 8,300 people. The City is situated in the lush, wooded hills of south-central Michigan where the landscape is dotted with numerous lakes and rivers, suitable for fishing, boating, and other recreational activities. The City is home to nationally recognized Hillsdale College, Hillsdale Hospital, the Hillsdale County Fair and many other entertainment events. Hillsdale anticipates success as a highly affordable and livable community, with bountiful natural resources, arts, recreation, and high speed optic fiber allowing technology and telecommuting in the workplace.

Hillsdale is a Home-Rule City and is administered by a council/manager form of government. The Mayor is elected at-large, while councilpersons represent their respective wards. The City Manager is the Chief Administrative Officer and is a contracted employee appointed by City Council. The Clerk, Treasurer, Assessor, Chief of Police, and Fire Chief are also Council appointments. All other city employees are hired by the City Manager with the exception of the Board of Public Utilities (BPU) Director which is a City Manager/BPU Board appointment.

## PURPOSE

The employee handbook is designed to summarize personnel policies and benefits of the City of Hillsdale. This Handbook supersedes all previous employment policies, both written and oral. The City and its Council reserve the right to make changes at any time. Employees will be notified if or when a change is adopted.

Employment with the City is voluntarily entered into. The employee is free to resign at will at any given time, with or without cause. Similarly, the City may terminate the employment relationship at will at any given time, with or without cause, so long as there is no violation of applicable deferral or state law.

Policies in this handbook are not intended to create a contract. The provisions in this handbook have been developed at the discretion of the City and may be amended at any time. The City reserves the right to amend, cancel, delete, or change any policies. Employees will be notified of changes in policy, compensation, benefits, or to the Handbook as they occur.

Except as otherwise provided in this section the provisions contained in this Employee Handbook supersede all existing policies and practices and may not be amended without prior approval of the City of Hillsdale Council. The provisions of this Employee Handbook shall apply to all City employees with the exception of any provisions that conflict with the provisions of a collective bargaining agreement between the City and the bargaining unit. In that event, the provisions of the collective bargaining unit agreement shall control with regard to, and to the extent of the conflict.

This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

## APPLICATION

These policies and procedures apply to all of the City's employees unless specifically addressed in a collective bargaining agreement, formal employment contract signed by an authorized representative of the City or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall govern.

This manual is in no way intended to unilaterally create or change terms, conditions, policies, or practices that are mandatory subjects of collective bargaining with union groups. To the extent that this Manual conflicts in any way with an existing collective bargaining agreement, that agreement will control.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with non-negotiated departmental policies or procedures.

No person, other than the Mayor or City Manager, as authorized by the City Council, or the BPU Director, as authorized by the BPU Board, has the authority to enter into any agreement for employment for any specified period or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This Handbook supersedes any previous verbal or written policies, statements, understandings or agreements concerning terms and conditions of employment, except in cases of collective bargaining agreements, formal employment contracts signed by authorized persons or other legally binding agreement.

## **II. Terms of Employment**

### **1. Severability**

If one or more provisions of this Handbook are superseded by, or become in conflict with a collective bargaining agreement, formal employment contract signed by an authorized person, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, the balance of the manual shall remain in effect.

### **2. Distribution and Revisions**

A copy of this Handbook will be provided to each employee. Employees will be required to sign a Personnel Policy Manual Acknowledgment form certifying receipt and review of the Handbook. For future reference, this Handbook can also be found in the City Clerk's office or Human Resources.

The City reserves the right to change, modify or discontinue benefit, policy or any other provision of this Handbook or create new policies for inclusion. Revisions or updates to this Handbook will be provided to all employees in either paper form, by email, or other electronic communication. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Employees may periodically be required to provide an updated acknowledgement that they have received and reviewed the Handbook and its changes.

### **3. At-Will Employment**

The City is an "at-will" employer. This means that employees may be terminated at any time for any reason, with or without notice and with or without cause. Any employee may resign their employment with the City at any time for any reason or for no reason, with or without notice and with or without cause.

The City recommends at least a two week notice for separation if possible. This provides adequate time for any applicable payouts.

#### 4. Hiring and Selection

Employment decisions shall be based upon job-related factors which subscribe to the principles of equal employment opportunity. Any employment decision made by the City will be without regard to race, color, sex, sexual orientation, gender identity, gender expression, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, citizenship, genetic information, or other protected classes.

All offers of employment are contingent upon successful completion of established post-offer, pre-employment examinations as described below or as otherwise required.

#### 5. Equal Employment Opportunity and Non-discrimination Policy

The City of Hillsdale is committed to non-discriminatory employment practices and provides equal employment and advancement opportunities to everyone based on merit, qualifications and abilities. The City does not discriminate on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, national origin, age (40 or older), disability, or genetic information. Therefore, the City expects that all relationships among the employees is business-like and free of explicit bias, prejudice, and harassment.

Every employee has an obligation to promote an inclusive workplace free from discrimination in all employment activities. Harassment by managers, co-workers, or others in the workplace because of race, color, religion, sex national origin, age, disability, or genetic information will not be tolerated. Management is responsible and accountable to identify and correct any discriminatory actions and to ensure that non-discrimination policies are followed. The City is responsible to take prompt and immediate remedial action to maintain a work environment that is free of unlawful discrimination, harassment, intimidation or retaliation.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## 6. Immigration Law and Employment Eligibility Verification

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration and Nationality Act the City is free from discriminating because of national origin against U.S. citizens, U.S. nationals, and the following classes of aliens with work authorization:

- Permanent Residents
- Temporary Residents (that is, individuals who have gone through the legalization programs), refugees, and asylees.

The City will verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form I-9. On the first day of employment, the employee must attest to his or her employment authorization. The employee must also present his or her employer with acceptable documents to evidencing identity and employment authorization. If you cannot verify your right to work in the United States within 3 days of hire, the City is required by law to terminate your employment.

Employee I-9 forms will be kept in the Human Resources office. Employees are responsible for updating any changes in their citizenship with Human Resources.

## 7. Background Checks

The City will conduct background checks post-offer to potential employees. The City will verify the information provided by the applicant through a background check, reference check, drug screen, and credit check (if applicable for position). The City may also require a physical to ensure that you are able to complete the essential functions of the position.

The City reserves the right to review employee's background information ongoing throughout their employment. The City requires that employees immediately report to Human Resources any of the following:

- Criminal convictions
- Driving offenses that affect insurability.
- Loss of certification's/licenses that are required for the position.



## 8. Residency

The City prefers employees live in the City, or no further than 20 miles from the nearest boundary of the City within a reasonable time period of beginning employment. Some positions may be required to do so based on the nature of the work they perform. Several positions require employees to be on call and employees are expected to report to work no later than 30 minutes of a call. Exceptions to this policy may be made at the discretion of the City Manager or BPU Director, if it is determined it is in the City's best interest to do so.

## 9. Verification of Employment

Human Resources will respond to requests for verifications of employment with signed authorization from the employee. If an employee is aware an employment verification will be needed, advance notice to Human Resources is advised in order be completed in a timely manner. When verifying past employment with the City, only dates and position will be provided.

## 10. Anniversary Date

The employment anniversary date with the City is the first working day and will remain as such during an employee's continued employment with the City.

Should employment with the City end, and renewed at a future date, the most recent hire date becomes the anniversary date.

### **III. Types of Employment**

#### **1. Employment Categories and Postings**

Some collective bargaining agreements may prescribe procedures for filling vacancies or contain language with regard to promotional opportunities.

For all other vacancies, the City Manager and Human Resources will determine whether and how to fill them (full-time, part-time or seasonal). The position may be posted internally at their discretion.

Only employees in good standing in their current positions will be considered for any internal transfers. Good standing employees shall have good attendance and behaviors within their current position.

If external recruitment is undertaken, Human Resources will oversee the advertising, receipt of applications, testing (if required) and the employment screening process.

All applicants seeking employment with the City may be required to complete a job application form. Additionally, a résumé may be required depending on the particular position. The purpose of the application is to obtain pertinent information related to the applicant's education, training and qualifications. Applications may be kept on file for one (1) year.

#### **2. Job Descriptions**

Job descriptions are available for all City positions including the job responsibilities, knowledge, skills, and abilities needed to perform the position. It is important to recognize that a job description is not intended to be an all-inclusive list of duties and responsibilities, but rather a description of the nature and level of work required by each position.

The City may revise and update job descriptions as appropriate. Similarly, if an employee's duties and responsibilities change significantly, individual job descriptions may need to be updated to adequately describe the position.

### 3. Employment Classifications

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment and classifications of positions can change at any point to meet the needs of the City.

Each employee is designated as either Exempt or Non-Exempt. Exempt employees are not entitled to overtime, while non-exempt employees are. In order to qualify as exempt, certain criteria must be met. Job classifications will remain in order with the Fair Labor Standards Act.

The types of City employment are:

**Exempt Employees:** employees whose specific job duties and salary meet all the requirements of the U.S Department of Labor's regulations. These employees are paid on a salary basis and are not subject to overtime.

**Non-Exempt Employees:** employees who are paid for actual hours worked. Non-exempt employees are subject to overtime after they work 40 hours per week.

**Regular Full-time Employees:** employees who work a minimum of 40 hours per week. Full-time employees are eligible for all City benefits. The 40 hours rule is with the exception of the police and firefighters who are permitted to average hours worked over a pay period.

**Regular Part-Time Employees:** employees who work less than 40 hours per week. Part-time employees are not eligible for City benefits but are covered under workers compensation and social security. Regular Part-time employees are eligible for 24 hours of sick time each year.

**Temporary Full-time Employees:** employees whose work assignment is limited in duration of twelve months or less and works no more than 2080 hours in that year.

**Temporary Part-time Employees:** employees who work less than forty hours a week for less than twelve months.

**Intermittent Employees:** employees who work one or more job assignments or is on call to work irregular intervals in one or more City departments.

Part-time, temporary, and intermittent employment assignments are limited to a duration of the job and are not eligible for City benefits.

## **IV. Employee Rights**

### **1. Religious Observance**

The City will accommodate the religious beliefs of employees. The City respects its employees' religious beliefs and will allow for time away from work for religious reasons.

Advance notice is required for time off due to religious beliefs so scheduling can be done in a timely manner. Employees will have to use any paid personal or vacation time accrued and available, for this purpose.

### **2. Accommodations of Disabilities**

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

According to the ADA, an individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities, has record of such impairment or is regarded as having an impairment. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Through an interactive process, the City will provide reasonable accommodation to applicants and employees, provided the accommodation does not impose an undue hardship (an accommodation that is unduly costly, extensive, substantial or disruptive or would fundamentally alter the nature or operation of the business) and the employee or applicant does not pose a direct threat to the safety of themselves or others.

Employees and applicants requiring a reasonable accommodation should make their request in writing with as much notice as possible, and within 182 days after the date he/she knows or reasonably should know that an accommodation is needed. Under Michigan law, failure to properly notify the City in writing within the 182 day timeframe will preclude any claim that the City failed to provide accommodation.

### 3. Personnel Files and Changes

Personnel files containing payroll and benefits information, training records, job performance records, and related employment information are maintained on each employee. Employees are required to keep their information updated, including address, telephone numbers, emergency contacts and related information as required for benefits administration. Personnel files are secured and considered confidential. The files are the property of the City, and access to the information is restricted.

All requests for personnel information will have to be approved by the City Manager or Human Resources. The City will only release information regarding your dates of service and position for employment verification unless signed authorization from the employee.

Freedom of Information requests will be handled according to established Freedom of Information Act (FOIA) laws and procedures.

It is the responsibility of the employee to notify Human Resources of any changes in their personnel data. Personnel mailing addresses, phone numbers, dependent updates, emergency contacts, and training certifications should be kept current and accurate.

### 4. Holidays

The City provides paid holidays to all full-time employees. The City observes 10 paid holidays per year. To be eligible for holiday pay, the employee must work the last scheduled day immediately preceding and first scheduled day immediately following the holiday unless Paid Time Off (PTO) has been previously approved by the Supervisor or Department Head.

The following holidays are paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- The Day after Thanksgiving

- Christmas Eve
- Christmas Day
- New Year's Eve
- Good Friday (Half day)

If the holiday falls on a weekend, the holiday will be observed on the Friday or Monday of that holiday weekend. If the holiday is on Saturday, it will be observed on Friday. If the holiday is on Sunday, it will be observed on Monday.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

## 5. Jury Duty

An employee who is summoned to serve on jury duty will be excused to do so. Employees will receive up to ten (10) days of Paid Time Off for jury duty per year, but must turn into the City any amounts that they receive from the Court as jury duty pay. If an employee is summoned to sit on a jury that lasts more than ten (10) days in a year, the employee may use PTO or take the additional time off without pay.

Employees completing a partial day of jury duty are expected to report back to work, unless there is 30 minutes or less left in the work day.

Employees called to jury duty must provide their Supervisor prior notice and present proper evidence of the service performed.

If you are subpoenaed to appear in court for witness duty you are encouraged to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses, they will receive pay for the loss of wages.

## 6. Military Leave for National Guard or other Reserve Units

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Service members must provide advance written or verbal notice to the City for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation or personal leave while performing military duty.

## V. Employee Payments

### 1. Payroll

Employees are paid on a bi-weekly basis, which equates to 26 pay periods per calendar year. Hours need to be entered into timesheets no later than 12:00 pm on Mondays of payroll weeks. Any changes to payroll should be submitted to Human Resources no later than the Friday before the end of the pay period.

Payroll corrections and adjustments should be communicated to Human Resources immediately. Any payroll adjustments under \$100 will be corrected on the next scheduled payroll unless it creates a hardship to the employee.

### **Deductions**

The City will withhold certain deductions from employee's pay. Starting and changing deductions can be done in writing through Human Resources.

Mandatory deductions are as follows:

- Social Security (Unless department is exempt)
- Medicare
- Federal Income Tax
- State Income Tax
- Court Mandated Garnishments
- Friend of the Court payments under an income withholding order
- Garnishments

**Direct Deposit**

Paychecks will be deposited directly into a designated bank account. An authorization form for deposit will be provided by Human Resources. It is the employee's responsibility to update account information as necessary with Human Resources.

**2. Longevity**

Each regular full-time employee hired prior to July 1, 2016 is eligible for longevity pay. Employees hired July 1, 2016 or after do not qualify for longevity pay.

Longevity payments shall be as follows:

After 1 year of service	\$ 120.00
After 2 years of service	\$ 240.00
After 3 years of service	\$ 360.00
After 4 years of service	\$ 480.00
After 5 years of service	\$ 600.00
After 6 years of service	\$ 700.00
After 7 years of service	\$ 800.00
After 8 years of service	\$ 900.00
After 9 years of service	\$ 1000.00
After 10 years of service	\$ 1100.00

The City reserves the right to end this benefit at any time.



## **VI. Employee Benefits**

### **1. Benefits Overview**

The City currently offers regular full-time employees regularly scheduled to work a minimum of 40 hours per week enrollment in all City benefits. Employees are eligible for benefits the first of the month following 30 days of employment. Employees have up to 30 days from their date of hire to make medical and dental plan elections.

Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resource Department to determine if a family status change qualifies under the Plan document and IRS regulations.

Human Resources can give more information on what benefits you are eligible for. Some benefits require an employee contribution and some benefits are fully paid by the City. The following benefit programs are available to all regular full-time employees:

- Vacation, Personal, and Sick time
- Paid Holidays
- Bereavement
- Medical Insurance
- Paid Life Insurance
- Family Medical Leave
- Military Leave
- Long and Short term Disability
- Defined Benefit or Defined Contribution
- 457 Deferred Compensation Plans
- Flexible Spending Accounts
- Longevity pay (if hired before 2016)

At the end of each calendar year during open enrollment, employees may change medical and dental elections for the following calendar year. The Human Resource department is available to answer benefits plan questions and assist in enrollment as needed.

## 2. Continuation of Benefits (“COBRA”)

Since the City employs 20 or more employees, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives the employee and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the City’s group health insurance plan when a “qualifying event” would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), death of an employee, a reduction in hours, a divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or qualified beneficiaries pay the full cost of coverage at the City’s group rates plus an administration fee, if applicable. In addition, the employee will receive separate notice(s) by mail following a qualifying event.

Each employee or family member has the responsibility to inform the City of a divorce, legal separation or child losing dependent status under the plan. When notified that one of aforementioned events has happened, the City will in turn notify the employee of the right to choose continuation coverage. Under the law, an employee has 60 days from the date of notification to accept or decline COBRA.

## 3. Social Security

Employees, except for Police Officers, Police Chief, Fire Fighters, and Fire Chief, are covered by Social Security, a federally administered plan for supplemental old age pensions and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

## 4. Life Insurance

All Full-time employees are eligible for and are automatically enrolled in a group term life insurance program through Sun Life. Enrollees may designate or change the beneficiary for this policy at any time. The City pays the premium for this program. The face value of this benefit is \$40,000 per employee.

## 5. Insurance Opt-Out

Under the Affordable Care Act, everyone is required to have medical coverage. Employees may elect to opt-out of the medical insurance offered by the City and use a different vendor. If an employee chooses to opt-out, the employee will receive in lieu in the amount of one thousand dollars per calendar year paid once per month.

## 6. Sick Time

The City provides paid sick leave benefits to all full-time and part-time employees. Employees can use sick time for the following:

- Medical, dental, and optical appointments for yourself or family members
- Your personal illness, or that of a member of your family

An employee is not required to give specific reasons for use of sick time. However, when use of sick is needed, ample notice should be given to the supervisor when possible.

Full-time employees shall accrue a total of 64 hours per benefit year. Sick time can be banked up to 240 hours for full-time employees. Anything over the 240 hours accrued will be paid to the employee at 75% in January each year.

Part-time employees shall receive 24 hours at the beginning of each calendar year. Part-time employees can carry over half of the sick time balance each year.

After 3 consecutive sick days off the employee must bring in a doctor's note notifying the City that of the ability to return to work safely.

When an employee leaves employment with the City they will be paid for any accrued sick time at the time of termination or retirement.

## 7. Sick Time Donation Policy

It is the purpose of this policy to allow employees of the City of Hillsdale and the Board of Public utilities to help other employees when they need to be off work for a period of time due to a serious medical condition.

### **Who is Eligible?**

Any full-time employee that is currently on an approved family medical leave and has exhausted all of their own paid time off.

### **Terms of the Policy**

1. Employee must have a minimum balance of 40 hours sick time to be able to donate any time to the employee that is off work.
2. Employee cannot donate time if they are currently covered under any Family Medical Leave themselves.
3. Time can be given in 8 hour increments.
4. Employee cannot ask or pressure any employee to donate time.
5. All sick time donations have to go through your immediate supervisor.
6. Time that is donated cannot be taken back by the donator.
7. All unused donated time will be put in a 12 month rolling bank and can be used by other employees in need.
8. Sick time donation can be used only when an employee meets the criteria for the Family Medical Leave Act.

Employees must read and sign a Sick Time Donation form before any time will be switched over.

### **8. Break Time for Nursing Mothers**

The Federal Fair Labor Standards Act (FLSA) allows for employees that are nursing mothers to take reasonable, unpaid break time to express breast milk as needed for up to one year after the birth of a child. The City will provide a space for the employee to express breast milk, other than a bathroom, that is shielded from the view of others and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

### **9. HIPAA Privacy Rule**

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization.

All medical notes and documents will be kept with Human Resources. Any medical information that an employee provides will remain confidential. All employees are required to maintain confidentiality concerning other employees' medical information

## 10. Health Savings Account

Full-time employees are eligible for health savings accounts. A Health Savings Account (HSA) is a tax-advantaged account created for individuals who are covered under high-deductible health plans (HDHPs) to save for qualified medical expenses that are over and above coverage limits and/or exclusions. Contributions are made into the account by the individual or the individual's employer and are limited to a maximum amount each year. The contributions are invested over time and can be used to pay for qualified medical expenses, such as medical, dental and vision care, as well as prescription drugs. For more information please see Human Resources.

## 11. MERS Health Care Saving Program

The City offers a Health Care Saving Program (HCSP) through MERS. This is a post-employment saving account designed to help set aside money to cover the escalating costs of post-employment health care.

The MERS HCSP is designed to help participants prepare for the costs of health care after they leave their employer or retire, with an invested account they manage. It is an employer-sponsored savings account providing tax-free medical savings.

Participation in the program has to be elected upon hire or the employee will not be eligible to participate in the future. The program requires that each participating employee contribute an amount that is no less than two dollars. Contributions can never be decreased.

The City will contribute the established amount to full-time Police and Fire as per their union agreement. For a copy of the Health Care Savings Program Participation Agreement please contact Human Resources.

## 12. Worker's Compensation

The Michigan Workers' Compensation statute covers each employee. Employees are responsible for immediately reporting any work-related injury, no matter how slight, and any work-related illness to their Supervisor, Human Resources, or Safety Manager. When possible, employees should report the injury or illness prior to receiving treatment.

In most cases, leave during which an employee is receiving Workers' Compensation benefits qualifies as Family Medical Leave.

Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

The City and our insurance carrier will generally not be held liable for Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the City.

### 13. Disability Insurance

In the event that an employee needs time off due to an injury or illness, the City provides both short and long term disability insurance.

**Short-term Disability:** is paid at 70% of the employee's salary. Short-term disability is fully funded by the City. Employees will use accrued paid time until their disability insurance takes effect.

Employee's that hired in prior to July 1, 2021 are frozen at the off 30 consecutive day rule. Therefore there STD does not start until they have been off of work for 30 days or more.

Employee's that hired after July 1, 2021 their STD will begin after 7 consecutive days off work.

**Long-term Disability:** is available after the employee has been off work for 12 consecutive weeks. Long-term disability is paid out at 60%.

Insurance company, Sun Life, provides our long-term disability insurance and they may request additional paperwork from the employee and their physician.

These benefits are at no out-of-pocket cost to the employee. To qualify for either benefit you must be a regular full-time employee and have submitted all proper Family Medical Leave paperwork.

During leave the City will make all employee deductions as usual unless the employee requests changes to be made during the leave time.

Employee portion of employer sponsored insurance premiums are to be paid during any leave with the City. Human Resources can set up a payment plan before or after the leave. For additional leave information please contact Human Resources.

## 14. Family and Medical Leave

The Federal Family and Medical Leave Act (FMLA) allows for certain employees to take up to 12 weeks of unpaid leave per year for a serious health condition of the employee or an immediate family member, or for childbirth or adoption. This applies to a full-time employee who has worked full-time hours of 1,250 or more for a minimum of one year to qualify for FMLA.

Immediate family member is defined as the following:

- Child, adopted child, or child you are the legal guardian of (son or daughter)
- Spouse or domestic partner
- Parent (does not include in-law)

Eligible employees may take up to 12 work weeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Human Resources will guide employees in the completion of appropriate forms for the leave. In the event that appropriate forms are not completed a request for leave may be denied by the City. The City asks for as much notice as possible for the leave to coordinate coverage. In the event of an emergency please contact your immediate supervisor to discuss what tasks need completed in your absence.

Any paid leave an employee has accrued will be counted towards part of the FMLA leave. If there is not have enough paid time off to cover the leave, unpaid leave can be used for the remainder of

the FMLA leave. Employees will not accrue sick time while they are out on a FMLA leave. Medical premiums need to be paid by the employee during the leave. If you do not have enough paid time to cover the medical benefits, Human Resources will work with the employee to make arrangements for payments.

## 15. Bereavement Leave

Employees who wish to take time off due to the death of an immediate or extended family member should notice their supervisor immediately.

The City grants up to 24 hours of bereavement for the death of an immediate family member and up to 8 hours of leave for the death of an extended family member. Bereavement will be paid at the employee's regular wage and will not include overtime.

**Immediate Family Member:** Employees spouse, domestic partner, children, parents, parent in-laws, brother and sister, and brother-in-law and sisters-in-law, grandparents, and grandchildren.

**Extended Family Member:** the employee's aunt or uncle, or their current spouse or domestic partner aunt or uncle.

Time off for non-family members may be granted with the approval of your supervisor. The employee will be required to use accrued paid time off.

## 16. Paid Time Off (PTO)

Full-time employees hired after June 30, 2021 are eligible for paid time away from work. Employees are required to use available paid time off (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.

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.

Regular full-time employees that hired after June 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

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

The City reserves the right to make changes to vacation allotment at any time.

## 17. Personal Time

All full-time employees are entitled to 24 hours of personal time per calendar year. If your employment starts after the beginning of the year your personal time will be pro-rated for the remainder of the year. Any unused personal time at the end of the year will be paid out to the employee in January of the following year.

To request personal leave, employees should request advance approval from their supervisor. Personal time can be used in one hour increments. Personal time will be paid at the employee's base pay rate at the time of the leave.

Unused personal time as of December 31 of each year shall be paid out to the employee. In the case the employee would choose to have their payout deposited into their health savings account they must notify Human Resources in writing prior to the next scheduled payroll.

Upon separation from employment all unused personal leave shall be paid out to the employee on their last paycheck.

## 18. Vacation Time

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. All full-time employees are eligible for vacation time.

Vacation time is to be requested in advance and must be approved by your immediate supervisor. When multiple employees want the same vacation time off of work, request approvals will be based on first request. In the event that more than one employee needs the same time off, seniority will take precedence.

Vacation time will be based on your hire date with the City. Your time available will be as follows:

- Up to one year of service ~ 40 Hours

- One year ~ 80 Hours
- Five years of service ~ 120 Hours
- Ten years of service ~ 160 Hours
- Fifteen years or more of service ~ 200 Hours

Vacation can be taken in one hour increments. In the event that available vacation is not used by the employee's anniversary date, the employee may carry over 50% of the vacation time that is earned in that benefit year. The City reserves the right to make changes to vacation allotment any time.

## 19. Defined Benefit Retirement Plan

Employees hired prior to 2016, all Police Officers and Fire Fighters are invested in a defined benefit plan through MERS. The defined benefit is a retirement benefit that has a guaranteed monthly retirement benefit for the participating employee and/or for the lifetime of the employee's designated beneficiary. Contributions are made on a monthly basis by both the employee and the City pursuant to the required annual actuarial determining the amount of the contribution.

The vesting requirement for non-employee contributions is ten years and the retirement benefit is determined by the following formula:

$$\text{Final Average Compensation} \times \text{Years of Service} \times \text{Plan Multiplier}$$

The final average compensation is calculated with the highest wages earned in any 3 years of employment.

The vesting period for the defined benefit is ten years of service. If an employee ceases employment with the City prior to ten years they forfeit the City contribution. Employee contributions are 100% vested.

## 20. Defined Contribution Retirement Plan

The City provides a qualified MERS Defined Contribution (DC) 401(a) retirement savings plan to all full-time employees upon hire. The City provides a fixed 7% contribution and the employee is required to make a fixed 5% contribution (except those who were previously provided with a MERS Defined Benefit (DB) pension plan).

When an employee retires, their benefits are based on the total amount of money in their account. Employees have the option to choose their investments, otherwise MERS will automatically default them in the investments that suit their retirement date best.

In a defined contribution plan the employee does not have the option of increasing or decreasing their contribution. You may be able to roll over money from qualified retirement plans into your MERS Defined Contribution Plan.

## 21. 457 Deferred Compensation Plan

The City has established 457 deferred contribution plans through MERS and ICMA to provide employees the potential for future financial security for retirement. 457 plans are IRS- sanctioned, tax-advantaged employee retirement plans offered to employees on a voluntary basis.

The City provides the plan and the employee defers compensation into it on a pretax or after-tax (Roth) basis. Contributions can be made through one or both MERS and ICMA. Contributions will be automatically deducted from your pay at the amount of your choosing.

Employees are allowed to contribute up to 100% of their salary, provided it does not exceed the applicable dollar limit for the year. To be eligible to enroll in a 457 plan you must be 18 years or older and be a regular full-time employee.

## 22. Travel Expenses

The City will reimburse employees for business expenses incurred while on assignments that are away from their normal work locations. All business travel must be approved by the City Manager or your Department Head prior to travel arrangements being made.

If you are required to drive your personal vehicle, the City will reimburse mileage at the Internal Revenue Service minimum rate per mile. You will be paid your regular wage for drive time to and from the assignment.

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.

When travel is completed, employees shall submit completed travel expense reports to their supervisor. The supervisor shall sign approval and turn into accounts payable for reimbursement.

## 23. Education Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the City. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.

The City may provide educational assistance to eligible employees who have completed two years of service. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactory through completion of each course. Regular full-time employees are eligible for education assistance.

Individual courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the City in order to be eligible for educational assistance. All courses must be from an approved accredited college or university. The City has the sole discretion to determine whether a course relates to an employee's current job duties or a future position.

Eligible employees will be reimbursed for tuition, books, course materials, and fees if they pass the college course with a C grade or higher. If the employee receives lower than a C grade they will be responsible to pay for the tuition, books, course material, and fees.

While educational assistance is expected to enhance employee's performance and professional abilities, the City cannot guarantee that the participation in additional education will entitle the employee to automatic advancement, a different job assignment, or a pay increase.

## 24.Call to Duty

The City recognizes that no matter what position you hold with the City you are an important part of the success of this community. Employees that work a primary position with the City may also work as a part-paid Firefighter or part-paid Police Officer for the City.

In the event there is an emergency in the City during your primary job, you can go assist with the emergency at hand during working hours with authorization from the Chief or City Manager. During your primary working hours you will be paid your primary wages for your service. After your primary working hours you will be paid your part-paid wages.

No overtime will be granted for the extra hours worked. In the event that you are on a call before the start of your primary job that continues during your primary job, you will switch from part-paid wage to your primary wage.

## **VII. Employee Conduct**

### 1. Code of Conduct

The successful operation of the City is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the City.

The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

- Insubordination or other disrespectful conduct.
- Excessive absenteeism or any absence without notice.

- Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- Work under the influence of illegal drugs or alcohol.
- Fighting or threatening violence in the workplace.
- Theft or unapproved removal of property.
- Falsification of timekeeping records.
- Failure to secure authorization for overtime.
- Failure to keep track of time.
- Excessive tardiness.
- Violation of safety or health rules.
- Sexual or other unlawful harassment.
- Unauthorized use of phones, mail, computers, or other employer-owned equipment.
- Unauthorized use of personal cell phones in the workplace.
- The City will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the immediate supervisor.

In general, make good decisions every day, both on and off the job. Comply with the laws, regulations, and standards that apply to the City and the general public. Compliance with this policy of business ethics and conduct is the responsibility of every City employee. Disregarding or failing to comply with this standard of business conduct could lead to disciplinary action.

## 2. Chain of Command

All City employees are encouraged to work together when it meets the needs of the community. The City and the Board of Public Utilities are one team and each person is a valuable asset to the community of Hillsdale.

For any concerns regarding working conditions that an employee has should go through the proper chain of command. Most issues can be resolved by speaking to a supervisor. In the event that an

employee does not feel comfortable speaking to the immediate supervisor they are encouraged to speak with Human Resources or the City Manager.

At no point is it acceptable to bypass the chain of command and express issues to an outside source.

### 3. Attendance and Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and State laws require the City to keep an accurate record of time in order to calculate employees pay and benefits.

It is important for you to report to work on time and to avoid unnecessary absences. The City recognizes that illness and other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and the City.

Frequent tardiness and/or absenteeism may result in disciplinary action, up to and including termination.

In the instance an employee cannot arrive to work on time or will be absent from work, the immediate supervisor is to be contacted as soon as possible. If a supervisor is not available, the City Manager or Human Resources are to be contacted.

Employees are responsible for entering their hours worked or turning in hours worked to the person designated to do so. An employee found to have falsified hours worked, vacation, sick, or personal time will be disciplined up to, and including termination.

### 4. Personal Appearance and Hygiene

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to residents, customers and visitors.

During business hours or when representing the City, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of the position held and accepted social standards. This is particularly true if a job involves dealing with customers or visitors in person.

If a supervisor feels an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until properly dressed and groomed.

Employees are required to keep workspace and work vehicles clean and sanitized. The supervisor will inform employees of cleaning logs and specific instructions for that position.

## 5. Uniforms

In some departments within the City, employees may be required to wear a uniform or certain work attire. Allowances for uniforms and/or boots are based on the requirements.

Employees are responsible for making sure when they come to work their uniforms are cleaned and worn properly. Employees must always make sure that they have all attire and gear that is required to perform their job safely.

If you have any questions about what is appropriate work attire please see your immediate Supervisor or the City Manager.

## 6. Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance on a regular basis. Employees may be provided with an annual performance review by their Supervisor or Department Head. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths and to define training or improvement programs for areas requiring development.

Completion of the performance evaluation form and discussion of noted ratings will facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. An unsatisfactory rating may result in immediate termination of employment or the ineligibility for promotion or salary increases.

Employees will have an opportunity to meet with and discuss the results of their evaluation with their Supervisor and submit additional comments or points of disagreement.



Evaluations are to be signed by the Department Head and the employee and included in their personnel file.

## 7. Overtime

When operating requirements or other needs cannot be met during standard working hours, employees may be scheduled or ordered to work overtime hours. When possible, advanced notice will be provided.

Overtime is paid to all non-exempt employees in accordance with the federal and state wage and hour restrictions. Time off on sick, vacation, or personal leave will be considered hours worked for the purpose of performing overtime calculations.

## 8. Credit Card Policy

The City of Hillsdale authorizes certain employees the use of City-issued credit cards. City credit cards shall not be used for personal purposes at any time. Misuse and/or unauthorized use of the City credit card by any of its employees can result in disciplinary action, up to and including termination of employment.

## 9. Gifts and Gratuities

As public servants, services must be rendered and business contracts awarded without favoritism or the suggestion that gifts and/or gratuities are expected in return. The City Manager or BPU Director may approve the acceptance of gifts presented for the benefit of the City as a whole, its employees and the public (such as a food basket that can be set out for general consumption). If a situation should arise that an employee considers inappropriate, they should promptly report it to the City Manager or BPU Director.

## 10. Outside Employment

An employee may hold a job with another organization as long as they perform their job responsibilities with the City. All employees will be judged by the same performance standards and will be subject to City's scheduling and on-call demands.

The City has the right to determine whether outside employment will interfere with an employee's job at the City. If the employee is unable to meet the requirements of their position with the City they may be asked to terminate employment with their outside employer if they choose to remain at the City.

The employee shall not use any part of the City uniforms or equipment while working outside employment. Employees shall not use their positions within the City for personal gain.

## 11. Workplace Violence Policy

The City has a duty to provide a safe workplace for all employees. To ensure this obligation is fulfilled, we have implemented the following workplace violence policy. To ensure compliance, all employees must read and acknowledge their understanding of the provisions included herein.

The City expressly prohibits any and all conduct that can be directly or indirectly construed as workplace violence in/on its buildings and grounds. Accordingly, all employees are strictly forbidden from:

- Instigating or engaging in a physical altercation or engaging in any other conduct that results in physical injuries to another person.
- Making direct or indirect threats.
- Engaging in overtly aggressive or hostile conduct that causes others to experience legitimate fear for their safety and/or emotional distress.
- Deliberately vandalizing property belonging to the City or any employee thereof.
- Bringing a weapon to work or being in possession of one while representing the City in any way.
- Behaving in any manner consistent with domestic violence or sexual harassment.

To maintain a safe workplace, employees must be able to report concerns about the potential for and/or actual incidents of workplace violence to Human Resources without fear of reprisal.

Accordingly, any such reports may be made anonymously and appropriate steps will be taken to protect the reporting party's identity.

The City encourages all employees to use sound reasoning and good judgment when identifying and reporting co-workers, other persons, or incidents of concern to Human Resources. These may include but are not limited to:

- Anyone engaged in conversations about dangerous weapons, having immediate access to any such weapons while at work or bringing any such weapons to work.
- Anyone who displays obvious signs of emotional instability (including stress, anger, hostility and so forth).
- Anyone who makes implied or outright threats.
- Anyone whose job performance changes drastically.

Management, in conjunction with the Human Resources Department will keep track of relevant incidents and reports, and create a plan to be implemented in the event of emergencies.

## 12. Harassment Policy

This policy applies to all employees of the City at all locations. All workers, at every level, will be subject to discipline, up to and including discharge, for any violation of this policy. Employees are prohibited from harassing others both on and off the employer premises and during or outside of work hours.

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, age, color, disability, genetic information, or national origin will not be tolerated. Harassment constitutes discrimination and is illegal under federal, state, and local laws.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitations, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The City will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The City will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

While it may not be easy to define precisely what the harassment may be, it includes any physical, verbal, or visual conduct that creates an intimidating, offensive, or hostile environment which interferes with work performance.

### **Sexual Harassment**

Sexual harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment. Sexual harassment is defined by the Federal Equal Employment Opportunity Commission as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can be physical and psychological in nature. An aggregation of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the City workplace by the City employees.
- Retaliation for sexual harassment complaints.

All managers are expected to ensure that the work environment is free from sexual and other

harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.
- Address any behavior that could potentially lead to harassment.

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. All complaints and investigations are treated confidentially to the extent possible and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation and the Human Resources Director takes adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a sexual harassment complaint or investigation is maintained in secure files within the Human Resources Department.

If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, or as the City deems appropriate under the circumstance and in accordance with applicable law.

### 13. Personal Relationships in the Workplace

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

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

It is the City's policy that an employee shall not be hired, promoted, demoted, transferred, or in any manner moved into the same department in which a relative is employed. No relative can directly supervise another relative.

If a relative relationship or dating relationship is established after employment with the City, employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another position or resign from employment if necessary. If that decision is not made within 30 calendar days, management will decide who is to be transferred, or if necessary, terminated from employment.

#### 14. Drug-Free Workplace Policy

The City intends to provide a safe work environment for our employees. Illegal drugs impair safety and health, lower productivity and work quality.

All City employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol in the work place.

All City premises, work sites, and work vehicles are deemed drug/alcohol free work zones. The use, possession, solicitation for, or sale of narcotics, illegal drugs, or alcohol while performing a City assignment is prohibited. With marijuana being legal in Michigan it is still illegal at the federal level and will not be tolerated for City employees.

The City will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The City may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the

accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Employees found in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment.

## 15.Safety

It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, and special safety concerns identified by the City for use in a particular area.

The following are expected in all work areas:

- Each Employee shall notify their supervisor or safety coordinator of any and all unsafe conditions or unsafe practices that may exist in any work area or work site.
- Each employee shall become familiar with safety equipment, instructions and practices to insure a safe working environment for themselves and co-workers.
- Employees that are required to use, handle or apply any potential harmful substance shall be provided training and complete instructions prior to use. A review of the SDS will be performed before this work is allowed to begin. (*e.g.: poison, toxic, caustic, corrosive, flammable, etc.*)
- Employee shall report to their supervisor or safety coordinator any harmful plant, animal or condition at any work location before commencing work at the site.
- No employee shall enter any confined space or enclosed space where there exists the potential of a hazardous environment. (Confined space policy must be followed).

It is the responsibility of employees to complete an Accident and Incident Report for each safety and health infraction that occurs by employees or that employees witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

The health and safety committee and the Safety Director have the responsibility to develop, and the authority to implement, the safety and health program in the interest of a safer work environment.

## 16.Driver's License

An employee whose work requires that they drive a City vehicle must hold a valid driver's license.

All new employees who will be assigned work requiring operating City vehicles will undergo a Motor vehicle driving record check as a condition of their employment. A report indicating a suspended or revoked license status may be cause to deny, suspend, or terminate employment.

Periodic checks of employee's licenses will be done through the Department of Motor Vehicles. Employees are responsible to inform their Department Head of any driving infractions they incur while working for the City. This includes tickets with points, suspended, or revoked, or expired licenses. Failure to report an instance will be subject to disciplinary action, including demotion or termination.

## 17.Commercial Driver's License

Some City positions require the use of a large truck or passenger vehicle. Some of these vehicles require the employee to have a Commercial Driver's License (CDL).

Employee may obtain a City position without a CDL but will be required to obtain a CDL within the first six months of employment if it is required for their position.

Failure to obtain a required CDL may result in demotion or termination of employment.

## 18.Customer Service

Employees are expected to be customer-focused and service-oriented, treating customers and residents in a courteous and respectful manner at all times. To promote excellent relations with our residents and customers, all employees must represent the City in a positive manner and make residents and customers feel appreciated when dealing with the organization.

We want the residents of Hillsdale to feel like they have a voice in the community. If they have a complaint or concern, listen patiently and provide feedback or explanation of City policy in a constructive, professional manner. Remember, it is not the customer's job to know the City's policy or process; don't treat them as if they are at fault for not understanding. It is your job to help them understand, and to leave them feeling good about their government.



If the issue cannot be resolved at your level, or if the person becomes disgruntled, a supervisor should be called in immediately. Employees are not expected to accept abuse or harassment and should immediately refer belligerent customers to their supervisor. In the most extreme circumstances, and especially if you feel endangered, call 911 immediately.

Employees are encouraged to report recurring customer-related problems to their supervisor and to make suggestions for changes in City policies or operating procedures to solve problems. Continuous improvement in customer service is only possible with employees' constructive input.

### **Citizen Complaints**

The City has been chartered to provide services to the citizens of Hillsdale. Therefore all of our contact with the citizens, whether in person or over the phone, should be polite and helpful.

Questions and complaints should be listened to and resolved as quickly as possible. At no point is the employee to feel disrespected by a vendor, customer, or another employee.

## **19. Time Off Requests**

Requests for time off must be submitted to your supervisor for approval. If the request will affect the efficient operations then the request may be denied. Requests will be approved in order of time of request. Seniority will take precedence if more than one request at a time is submitted.

Non-exempt employees may take time off in half hour increments. It is asked that you schedule these increments towards the beginning or ending of your shift to allow for scheduling of assignments.

## **20. Building Keys and Access Codes**

Keys to City buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Keys are to be signed for when issued and returned. Lost or unknown keys should be reported to your supervisor or Human Resources immediately.

Alarm codes will be given to employees that need to access City buildings during non-business hours.

Managers that have any employees' personal information in files or public confidential information are required to keep their office doors locked when not in use.

## 21. Smoke Free Work Place

It is the policy of the City to prohibit smoking on all City premises in order to provide and maintain a safe and healthy work environment for all employees.

The law defines smoking as the "act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." The smoke-free workplace policy applies to:

- All areas of company buildings.
- All City-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the City.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the City premises.
- All employees, temporary employees, and student interns. Smoking is permitted in parking lots only.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

## 22. Email and Internet Policy

### **Objectives:**

It is the policy of the City to promote the ethical, legal, and secure use of electronic mail ("email") and Internet Network resources. The interconnection between the City and the Internet is provided to support members of the City staff and others involved in supporting City business. It is recognized that access to the internet provides staff with a valuable means to support business opportunities and enhance their professional development, and they are encouraged to use it for those purposes, but only in ways that are not in conflict with the City's primary purpose or existing administrative policies. Access to the Internet will be consistent with City administrative policies, all applicable laws and regulations, and all applicable confidentiality and security guidelines.

**General use and Ownership:**

1. While it is not the City of Hillsdale's policy to monitor staff and/or Authorized Users' communications, it must be understood that information passing through the Internet may be intercepted or monitored. All types of transactions conducted over the Internet may be subject to inspection by City for purposes of maintaining the integrity of City's internal systems. Users of the City network must understand that their communications through it, may not be private.
2. Staff and Authorized Users granted access to City networks are responsible for using the Internet in an effective and efficient manner and for exercising good judgment regarding the reasonableness of personal use. If there is any uncertainty, staff and Authorized Users should consult their supervisor or manager.
3. City reserves the right to access and disclose all messages and transaction logs sent over its electronic mail system and Internet for any purpose.

**Security and Proprietary Information:**

1. When left unattended, all PCs, laptops, and work stations should be locked and/or logged off.
2. Downloading, printing, sending, or saving confidential information without Management approval is strictly prohibited.
3. Technical Services (or designee) will assign User Names and default passwords to the City network and/or systems that are managed directly by the City of Hillsdale.
4. User passwords will be developed and deployed in accordance with the Password Management Policy.
5. Technical Services, under the guidance of Human Resources, at its discretion shall permit or deny access to any part of the system as deemed fit by the City. This will be carried out utilizing password policy or other available security tools.
6. No staff member or Authorized User shall attempt to violate any form of the City's system security.

**E-Mail/Internet Usage:**

1. The sender of any e-mail correspondence is responsible for the contents of any e-mail sent, and all e-mails must contain the sender's name and address.
2. Staff or Authorized User should not have any expectation of privacy in the use of City property and Email or Internet system.

3. Any personal use of the City email system must not interfere with normal business activities, must not involve solicitation, must not be associated with any for-profit personal business affairs unrelated to the City, and must not potentially embarrass the City of Hillsdale.
4. Employee e-mail will be treated consistent with City Document Retention Policy as well as all applicable state and federal laws and regulations. Email documents have the same legal status as written documents and should be treated with the same care and caution.
5. All electronic correspondence relating to the City business must be conducted using the City email system.
6. City email and Internet systems will be used and this Policy shall be implemented in a manner consistent with other City policies. If any part of this policy is found to be invalid or illegal, the remainder of the policy will remain in force.
7. Membership in user groups or news groups is prohibited without City Manager approval.
8. City Internet access may not be used to download, distribute, or print copyrighted material that does not belong to the City.
9. Employees and Authorized Users must use extreme caution when opening e-mail attachments and/or downloading information received from unknown senders, in order to avoid introducing a computer virus, "spyware" or other destructive mechanism(s) to the user or to the City.

**Confidentiality:**

1. Any and all documents and correspondence including, but not limited to, the contents of any e-mail communications stored on City computer hard drive may be requested and/or discovered in any legal proceeding to which the City is or may become involved.
2. Employees and other Authorized Users may not disclose any confidential information or proprietary City information by any means, including e-mail or other means over the Internet without authorization. It should be assumed that all communications might be accessed by unauthorized sources.
3. Authorized confidential information must follow the Email Encryption Policy.
4. All out-going email must include a confidentiality statement.

**Unacceptable Use:**

City employees and other Authorized Users of the City network are strictly prohibited from engaging in the following behaviors and Internet activities.

1. Sending, receiving, downloading, storing or printing material deemed to be illegal under local, state, federal or international law.

2. Creating, transmitting or storing any material that is obscene, pornographic, threatening, or racially or sexually harassing.
3. Engaging in any form of harassment, whatsoever.
4. Knowingly visiting any websites known to contain offensive material.
5. Sending personal commercial advertising via City- owned resources.
6. Downloading or installing any program or software on a City- owned computer without the express permission of Technical Services.
7. Providing, disseminating, or forwarding confidential information or sensitive business information regarding the City to any person or entity outside of the approved distribution lists or to any external web site.

### **Violations:**

Any violations of this policy will be subject to disciplinary action, up to and including, termination of employment. Any violation by a non-employed Authorized User or a third party organization may result in sanctions up to and including, the termination of any existing contractual relationship and/or the prosecution of appropriate civil/criminal legal action. The City specifically reserves the right to notify appropriate authorities upon the discovery of evidence of possible illegal activities.

## **23.Social Media Policy**

The City has the right and duty to protect itself from unauthorized disclosure of information. Therefore, the City's Social Media Policy includes rules and guidelines for personal social networking and other electronic postings and communications, to the extent that they affect the City. In administering this policy, the City will honor the First Amendment's protection of an individual's right to free speech.

Protecting the City is part of your position. When you are online please use common sense when posting. Avoid prejudice, bigotry, or hatred against the City or other City employees. If the City believes that you have posted something that can affect the City or its representation you may be disciplined up to and including termination.

### **Applicability**

This policy applies to all employees. This includes elected officials, appointed members of Boards, Commissions and any other group or individuals that serve the City of Hillsdale.

### **Definition**

In the Rapidly expanding world of electronic communication, "social media" can mean many things. Social media, as that term is used in this policy, includes all means of communicating or

posting information or content of any sort on the internet or through other means of electronic communication, including to an individual's own or someone else's blog, journal, diary, personal website, podcast, social networking or affinity websites (including but not limited to: WordPress, Facebook, Twitter, LinkedIn, YouTube, Flickr, Tumblr, TikTok, or Photobucket), web bulletin board, wiki page, or a chat room whether or not associated or affiliated with the City, as well as any other form of electronic communication, such as text messaging and the electronic communication of images, audio, and video.

#### Considerations in Use

The City respects the right of individuals to use blogs and social networking sites as a medium of self-expression and public conversation and does not intend to discourage such uses. The City understands that they may use social media for personal interests and affiliations, to comment on matters of public concern, or other lawful purposes. No use of social media may discriminate against or harass another person on the basis of any characteristic protected by applicable law.

Only individuals authorized by the City Manager and/or Mayor have the authority to speak and communicate on behalf of the City. Any individual who chooses to identify himself as affiliated with the City may be viewed as a spokesperson. Therefore, the City requires that the individual state that the views expressed are his own and may or may not reflect those of the City, nor of any person or organization affiliated or conducting business with the City.

All applicable individuals are expected to protect the privacy of the City and its employees. They are prohibited from disclosing personal and private information of others, without their express authorization, and any other proprietary and nonpublic information.

There will be no posting of the City logo on personal blogs; privileged information, including trademark, copyright, proprietary, property information or City-issued documents unless approved by the City Manager. Also no advertisements or photographs of City services or linking from a personal blog or social media site to the City's internal or external web site.

Individuals cannot post on personal blogs or social media photographs of City employees, council members, board members, commission members, persons engaged in City business or at City events without their prior consent.

There will be no use of City time or City owned equipment including computers, licensed software, or cell phones to conduct personal blogging or social networking activities unless authorized in advance by the City Manager.

Employees and individuals should have no expectation of privacy while using any City communication equipment or facilities for any purpose. All postings with City equipment, may

be monitored and/or reviewed by the City. The City also reserves the right to monitor social media; websites visited; postings; and comments and discussions that occur on the City's equipment. The City may use blog search tools and software to monitor social media and forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, social networking sites, provided those sites are publicly viewable or searchable. The City reserves the right to use content management tools to monitor, review or block content on social media.

#### Authorized Use

The City may specifically authorize individuals to engage in social networking and blogging to share municipal related events; information and ideas; promote City services; communicate with the public; and issue or respond to breaking news or publicity. When social media is utilized, individuals must ensure that all communications maintain the City's integrity and reputation, while minimizing actual or potential legal risks. They any published mistakes should immediately corrected and previously published posts to social media may not altered without specifically stating what change has been made. When the City Manager has authorized the use, the rules and guidelines in this policy apply to all individuals.

Authorized individuals may prepare and modify content for City's social media. The content must be relevant, and add value. Questions or concern regarding content, information, or material should be discussed with the City Manager. User must identify themselves and their affiliation with the City when posting information. Any copyright information that has not been pre-authorized for dissemination or publication cannot be posted. Individuals contacted by anyone regarding the posting, questions or concerns relating to this policy should direct the inquiry to the City Manager.

#### Responsibilities and Consequences of Non-Compliance

Supervisors are responsible for ensuring all activity complies with this policy. The City Manager is authorized to take disciplinary action with employees that do not comply with the rules and guidelines. This action shall be consistent with the personnel policy and applicable collective bargaining agreements. Such action can occur without advance notice.

Appointed members of boards, commissions and elected officials are expected to comply with this policy. The Mayor and City Council has the authority for removal of appointed board and commission members affiliated with the City of Hillsdale due to non-compliance.

All employees, elected officials, board and commission members are personally responsible for commentary on blogs and social networking sites and may be held personally liable for commentary that is considered defamatory, obscene, proprietary, threatening, harassing, abusive, hateful, embarrassing or libelous by any offended party, person or organization.

Anyone who has reason to believe an individual may be violating any aspect of this policy is to contact the City Manager. The City will investigate and take any necessary action.

## 24. Disciplinary Action

It is the intention of the City to utilize disciplinary action in a constructive manner to correct and resolve problems in the workplace. Disciplinary actions may include any or all of the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. As an at-will employer, the City may immediately discharge an employee at any time with or without cause.

- **Coaching**- A coaching by the employees immediate supervisor will be used in a situation where the employee's actions could have resulted in a disciplinary action. This coaching is to provide guidance to the employee and give the employee the opportunity to work on their performance.
- **Verbal Reprimand** is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written account of the verbal reprimand will be placed in the employee's personnel file.
- **Written Reprimand** is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands will be furnished to the employee and placed in the employee's personnel file.
- **Termination** is the last step for disciplinary action. At this point the City terminates employment with the employee.

Employees may submit written explanations or responses to disciplinary actions to the employee's personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights. See the section on "Involuntary Termination and Procedural Rights" for more information.

Each supervisor or manager is given discretion to begin discipline at any step, depending upon the seriousness of the offense, in conjunction with Human Resources. The supervisor or manager shall immediately inform Human Resources of any and all disciplinary action taken. In the event where suspension or termination of employment is considered, the supervisor or manager shall immediately inform Human Resources. No employee will receive disciplinary suspension or be terminated without a thorough review by Human Resources and approval of the City Manager.



## 25. Grievance Procedure

The City aims to provide a work environment where employees and management work together as a team for the betterment of the community.

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate Supervisor. Should an employee not find adequate resolution through verbal discussion with their immediate Supervisor, the complaint may be elevated to Human Resources or the City Manager.

Employees with a collective bargaining agreement in place should reference that document for a specific grievance procedure.

## 26. Termination

Employment with the City is at-will and can be terminated at any time by the City or the Employee.

The City prefers written notification to the Supervisor or Department Head of an employee's resignation at least two (2) weeks prior to the effective date of resignation. Advance notice will allow the City to process paperwork and payments due to the employee. Employees resigning will be paid for actual time worked and any accumulated paid time off.

In the case of retirement, it is requested that an employee provide the City with as much notice as possible, preferably a minimum of six (6) weeks. This advance notice will ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

Depending on the nature of the position, an employee voluntarily separating their employment may be asked to forego their two week notice and immediately end their employment.

Employees who are involuntarily separated, dismissed, or discharged from employment will be paid for actual time worked and any accumulated paid time off.

Upon termination the employee is required to return all City equipment, uniforms, and keys to their supervisor. The employee's final paycheck will not be issued until all property of the City is returned. If not returned, the cost of items not returned will be withheld from the last paycheck.

Final paychecks will include all paid time owed to the employee. Health, dental, and vision benefits run to the end of the month, and all employee premiums for the month will be deducted on the final paycheck. All other benefits are terminated with employment from the City.

## 27.Exit Interview

In the event of a separation of employment, either voluntary or involuntary, employees are encouraged to participate in an exit interview with Human Resources. Exit interviews are an open forum for the employee to express any changes or concerns they may have about their position with the City. Employee feedback will be reviewed and considered by Human Resources. Information will aid in the future success of the City.

During this time Human Resources will go over final pay, benefits, and returning City property.

# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** August 2, 2021

**AGENDA ITEM #:** New Business

**SUBJECT:** Broadband Task Force

### **BACKGROUND PROVIDED BY STAFF**

As we all know within the last year communities have recognized the need for higher speed internet as people started working from home and children started attending school on-line. Mr. David Holcomb, Director of Information Technology for Hillsdale County is working with City to put together a Broadband Task Force comprised of representatives from the county, local cities and townships. The task force is an effort to move forward with planning and improving access to higher speed internet throughout Hillsdale County.

Once the taskforce is in place, Hillsdale County and the City will be able to apply for grants to assist with data collection, feasibility and engineering, and more.

### **RECOMMENDATION:**

City Council consider selecting a council member to serve on the Broadband Task Force.

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** August 2, 2021

**Agenda Item:** New Business

**SUBJECT:** Declaring Hillsdale a Sanctuary for the Unborn

**BACKGROUND PROVIDED BY STAFF:** David Mackie, City Manager

Attached is an ordinance that Councilman Tony Vear asked be placed on the agenda for discussion. The ordinance would declare Hillsdale a sanctuary for the unborn.

**RECOMMENDATION:**

City Council should discuss the proposed ordinance and determine the appropriate course of action.

## The Effort to Outlaw Abortion in Hillsdale, Michigan Fact Sheet (07-14-2021)

*As of July 14th, 2021, a total of 33 cities throughout the United States (30 in Texas, 2 in Nebraska, and 1 city in Ohio) have passed enforceable ordinances outlawing abortion within their city limits.*

Residents in several more cities across the United States are petitioning their city councils to encourage the outlawing abortion in their city in the weeks ahead. Hillsdale, Michigan is one of these cities where community interest is strong - *so strong that we have already taken the liberty at constructing an ordinance specifically for Hillsdale, Michigan.* The Ten Findings, which are mentioned in Section A of the proposed *Hillsdale Michigan Ordinance Outlawing Abortion* outlines the basis of why this ordinance should be passed and how the passing of this ordinance is even possible.

While some cities across the United States have passed resolutions declaring themselves a "sanctuary city for the unborn" those resolutions are just statements which do not outlaw anything. In discussing the passing of an enforceable ordinance we hope that the city leadership of Hillsdale, Michigan will recognize (along with thirty cities in Texas, two cities in Nebraska, and one city in Ohio) that it is not good enough to say we value the lives of our unborn neighbors if there are no actions to back those words up. A resolution would do absolutely nothing to protect the health and welfare of the residents of Hillsdale, Michigan - *which is why an enforceable ordinance is necessary.*

**01) The Hillsdale Michigan Ordinance *immediately outlaws abortion within the city limits.*** The ordinance states, "It shall be unlawful for any person to procure or perform an abortion of any type and at any stage of pregnancy in the city of Hillsdale, Michigan" (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, A*) and "It shall be unlawful for any person to knowingly aid or abet an abortion that occurs in the city of Hillsdale, Michigan" (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, B*).

Abortion is defined by the ordinance as "the act of using or prescribing an instrument, a drug, a medicine, or any other substance, device, or means with the intent to cause the death of an unborn child of a woman known to be pregnant" (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, H1*). The Ordinance is clear that the term does not include birth-control devices or oral contraceptives (*H1*). The Ordinance is also clear that the act is not an abortion if the act is done with the intent to "save the life or preserve the health of an unborn child" or "remove a dead, unborn child whose death was caused by accidental miscarriage" or "remove an ectopic pregnancy" (*H1a-c*).

There is one other exception listed in the Ordinance and that is a very narrow exception for cases where the mother's life is at risk. This is listed as an affirmative defense and falls upon the one performing the abortion to provide that defense if necessary. This is outlined by the ordinance as abortions in cases where the abortion is "in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed" (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, C*).

02) Besides outlawing abortion, the Mason Ordinance **declares abortion-inducing drugs to be contraband** (B3) stating "It shall be unlawful for any person to possess or distribute abortion-inducing drugs in the Hillsdale, Michigan, and it shall be unlawful for any person to mail or ship abortion-inducing drugs into the city of Hillsdale, Michigan." (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, D*). The Ordinance defines "abortion-inducing drugs" as "mifepristone, misoprostol, and any drug or medication that is used to terminate the life of an unborn child." The Ordinance is clear that "the term also does not include drugs or medication that are possessed or distributed for a purpose that does not include the termination of a pregnancy." (*Section C: Amendments to the City Code, Sec. 22.66. Abortion, H3*).

03) The Hillsdale, Michigan Ordinance, like the other Sanctuary Cities for the Unborn ordinances, is **enforceable**. Those who are found in violation of the ordinance are subject to a fine of \$500.00 and imprisonment for 90 days, and each violation shall constitute a separate offense (*See Section C. Amendments To The City Code, Section 22.66. Abortion, J, and Section C. Amendments To The City Code, Section 22.67. Abortion Coverage Prohibited In Employer-Provided Health Insurance, B, and Section C. Amendments To The City Code, Section 22.68. Abortions Performed Outside City Limits, G*). This prosecution or penalty contains only one exception: "Under no circumstance may the penalty be imposed on the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty" (*Section C. Amendments To The City Code, Section 22.66. Abortion, G*).

Both Section 22.66 and Section 22.67 are not dependent upon the overturning of *Roe v. Wade* or any other court ruling, but is immediately enforceable.

Section 22.68, on the other hand, contains delayed enforcement. Section 22.68 cannot be enforced by the City of Hillsdale, any of their officers or employees, the district or county attorney, or any executive or administrative officer or employee of any state or local governmental entity. That is, unless or until, the Supreme Court overrules *Roe v. Wade* and *Planned Parenthood v. Casey* and permits states and municipalities to punish anyone who violates an abortion prohibition, or a state or federal court enters a declaratory judgment or rules that the imposition or threatened imposition of the penalty will not impose an "undue burden" on women seeking abortions, or a state or federal court enters a declaratory judgment or rules that the person, corporation, or entity that committed the unlawful act lacks third-party standing to assert the rights of women seeking abortions in court.

The Hillsdale, Michigan Ordinance also allows for private citizens to file civil lawsuits against any person who violates or intends to violate Section 22.66, Section 22.67, or Section 22.68 of the ordinance outlawing abortion in Hillsdale, Michigan (*Section 22.69. Private Right of Action, A*). This action is also not dependent upon the overturning of *Roe v. Wade* or any other court ruling, but is immediately enforceable.

**04)** If the provided ordinance is adopted by the Hillsdale City Council and the city faces a lawsuit as a result of the adoption of this ordinance Attorney Jonathan F. Mitchell, the former Texas Solicitor General, has agreed to represent the city at no cost to the city and taxpayers.

In May 2020, when seven cities in East Texas who had passed the ordinance were sued by the ACLU, Mitchell represented the cities, and after three months, the ACLU withdrew their lawsuit. The lawsuit did not cost the cities or the taxpayers one cent and abortion remains outlawed in every city which was sued.

In May of 2021 Planned Parenthood and the ACLU filed a lawsuit against the City of Lubbock for outlawing abortion within their city limits. The lawsuit was filed before the Honorable Judge James Wesley Hendrix of the United States District Court for the Northern District of Texas. Despite the offer for free representation by Attorney Jonathan F. Mitchell, the Mayor and City Council of Lubbock rejected Mitchell's offer and hired attorneys in Austin and Lubbock at the expense of the City of Lubbock.

A hearing was held on Friday, May 28th, in the courtroom of the Honorable Judge James Wesley Hendrix of the United States District Court for the Northern District of Texas. Prior to the hearing Judge Hendrix asked the Office of the Attorney General to respond to the views on the questions of Texas laws which were presented by Planned Parenthood in this particular case. In response to the request, Judd E. Stone, the Solicitor General of Texas, released a seven page letter on May 31st, to Judge Hendrix's court. The letter read:

*"In our view, Planned Parenthood has not shown that Lubbock's ordinance is inconsistent with state law . . . the Texas Legislature has clarified that state law does not prevent cities like Lubbock from imposing regulations like those that Planned Parenthood challenges . . . Planned Parenthood has not identified a statute that 'explicitly states that political subdivisions are prohibited from regulating or prohibiting abortion'—let alone one that prohibits the type of regulations at issue here . . . Lubbock's ordinance is entirely consistent with state law."*

On June 1st, 2021 Judge Hendrix ruled in *Planned Parenthood of Greater Texas Surgical Health Services, et al. v. City of Lubbock, Texas* with a 50 page ruling dismissing Planned Parenthood's lawsuit for a lack of jurisdiction. This was a great victory for life in Lubbock, Texas.

**05)** In a statement released on January 22nd, 2021 President Biden and Vice President Harris, on the anniversary of Roe v. Wade, stated their commitment to make sure everyone has abortion access in every zip code. This is bringing concern to many people throughout the United States including those within Hillsdale County.

**06)** In a January 27th, 2021 interview with KETK News which can be found here:

([www.ketk.com/news/local-news/grapeland-passes-ordinance-outlawing-abortion-in-city/](http://www.ketk.com/news/local-news/grapeland-passes-ordinance-outlawing-abortion-in-city/)), Mayor Mitchell Woody explained how the City of Grapeland, Texas (Population 1,489) came to pass an ordinance outlawing abortion within their city limits. Mayor Mitchell Woody stated, "We had residents in our community who approached me wanting to see abortion outlawed in our community. It caught me off guard at first, but I was elected as the mayor of Grapeland to listen to the people," KETK reports that before the ordinance passed, Mayor Woody said to have met with Mark Lee Dickson - director with Right To Life of East Texas as well as mayors of other cities in Texas which had passed a similar ordinance, including Waskom (Population 2,189), Rusk (Population 5,618) and Big Spring (Population 28,862). Waskom passed the ordinance on June 11th, 2019, Rusk passed the ordinance on January 9th, 2020, and Big Spring completed passing the ordinance on January 28th, 2020. According to Mayor Woody, "Each one of them, all having passed the ordinance a year or more ago, have no regret for passing the ordinance" Mayor Woody also said, "Our city attorney also looked at the ordinance and saw no problem with it. This is an ordinance which is backed by attorneys across the state of Texas and has the support of many of our state senators and representatives."

**07)** Elected officials from cities throughout the United States are showing interest in passing enforceable ordinances outlawing abortion within their city limits as they do their part to protect the health and welfare of the residents of the zip codes in their cities.

More information regarding the Sanctuary Cities for the Unborn initiative can be found at [www.sanctuarycitiesfortheunborn.com](http://www.sanctuarycitiesfortheunborn.com).

**For Questions Regarding the Ordinance:**

Please do not hesitate to reach out to Mark Lee Dickson, Director with Right To Life of East Texas and Founder of the Sanctuary Cities for the Unborn Initiative, by e-mail at [markleedickson@gmail.com](mailto:markleedickson@gmail.com) or by phone at 806-598-1919. Mark Lee Dickson has been involved in all 33 cities which have outlawed abortion throughout the United States.



ORDINANCE OUTLAWING ABORTION, DECLARING HILLSDALE A  
SANCTUARY FOR THE UNBORN, MAKING VARIOUS PROVISIONS AND  
FINDINGS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN  
EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF HILLSDALE, MICHIGAN THAT:

A. FINDINGS

The City Council finds that:

- (1) Human life begins at conception.
- (2) Abortion is a murderous act of violence that purposefully and knowingly terminates an unborn human life.
- (3) Unborn human beings are entitled to the full and equal protection of the laws that prohibit violence against other human beings.
- (4) The State of Michigan has never repealed its pre-*Roe v. Wade* statutes that outlaw and criminalize abortion unless the abortion is necessary to preserve the life of the mother. *See Mich. Comp. Laws § 750.14*. Elective abortion therefore remains a felony criminal offense under Michigan law.
- (5) The law of Michigan also imposes felony criminal liability on any person who aids or abets an abortion, unless the abortion is necessary to preserve the life of the mother. *See Mich. Comp. Laws § 767.39* ("Every person concerned in the commission of an offense, whether he directly commits the act constituting the offense or procures, counsels, aids, or abets in its commission may hereafter be prosecuted, indicted, tried and on conviction shall be punished as if he had directly committed such offense.").
- (6) The Supreme Court's judgment in *Roe v. Wade* did not cancel or formally revoke the Michigan statutes that outlaw and criminalize abortion, and the judiciary has no power to erase a statute that it believes to be unconstitutional. *See Citizens Protecting Michigan's Constitution v. Secretary of State*, 503 Mich. 42, 91, 921 N.W.2d 247, 270 n.149 (Mich. 2018) ("When a court declares a law unconstitutional, the law remains in place unless and until the body that enacted it repeals it" (citation and internal quotation marks omitted)); *see also id.* ("Judicial review means only that the Court may decline to enforce a federal statute in a particular case—if (and only if) the Court concludes that enforcing the statute would conflict with its paramount duty to obey the Constitution. But federal statutes that the Supreme Court has declared 'unconstitutional' remain laws until Congress repeals them, and the Court must enforce those laws when it can do so consistent with the Constitution." (citation and internal quotation marks omitted)).

(7) The Supreme Court's pronouncements in *Roe v. Wade* and subsequent cases temporarily limit the ability of State officials to impose penalties on certain individuals who violate the Michigan abortion statutes. But they do not veto or erase the statutes themselves, which continue to exist as the law of Michigan until they are repealed by the legislature that enacted them. The State's temporary inability to prosecute or punish those who violate its abortion statutes on account of *Roe v. Wade* does not change the fact that abortion—and acts that aid or abet abortion—are still defined as criminal acts under Michigan law.

(8) The Michigan abortion laws are severable in each of their discrete applications, and they are severable as applied to each individual person, group of persons, or circumstances. See Mich. Comp. Laws § 8.5 ("If any portion of an act or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the act which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the court to be inoperable, and to this end acts are declared to be severable."). These laws therefore remain enforceable against any individual or entity that aids or abets an abortion performed in Michigan, so long as the prosecution of the particular individual or entity will not impose an "undue burden" on abortion patients.

(9) The City Council of Hillsdale finds it necessary to supplement the existing state-law prohibitions on abortion with its own prohibitions on abortion, and to empower city officials and private citizens to enforce these prohibitions to the maximum extent permitted by state law and the Constitution.

(10) To protect the health, morals, and welfare of all inhabitants within the City of Hillsdale, including the unborn, the City Council finds it necessary to outlaw abortion under city law, to outlaw acts that aid or abet abortions, and to establish penalties and remedies as provided in this ordinance. See Mich. Comp. Laws Ann. § 117.4i(d); Hillsdale City Charter § 2.3(o).

## **B. DECLARATIONS**

(1) We declare Hillsdale, Michigan to be a Sanctuary City for the Unborn.

(2) Abortion at all times and at all stages of pregnancy is declared to be an unlawful act unless the abortion is necessary to preserve the life of the mother.

(3) Abortion-inducing drugs are declared to be contraband, and we declare the possession of abortion-inducing drugs within city limits to be an unlawful act.

(4) Abortions performed anywhere in the state of Michigan are felony criminal acts under Michigan law, unless the abortion is necessary to preserve the life of the mother. See Mich. Comp. Laws § 750.14.

(5) Any person who aids or abets an elective abortion performed in Michigan is a criminal and a felon subject to prosecution and imprisonment under Mich. Comp. Laws §§ 750.14 and 767.39, unless that person: (a) demonstrates that he has third-party standing to assert the constitutional rights of women seeking abortions; and (b) demonstrates that his prosecution and imprisonment will impose an "undue burden" on women seeking abortions.

(6) The City Council urges the prosecuting attorney of Hillsdale County, and all other prosecuting attorneys in the State of Michigan, to investigate and prosecute any individual or organization that aids or abets elective abortions performed in Michigan, including:

- (a) employers and insurers who arrange for coverage of abortions in Michigan;
- (b) individuals and organizations that knowingly provide transportation to or from a Michigan abortion provider;
- (c) individuals and organizations that knowingly pay for another person's abortion in Michigan, including abortion funds and abortion-assistance organizations;
- (d) individuals who knowingly donate money to abortion funds and abortion-assistance organizations that aid or abet abortions performed in Michigan;
- (e) individuals and organizations that offer or provide "abortion doula" services in Michigan.

(7) The City Council urges all residents of Hillsdale to regard those who aid or abet elective abortions in Michigan as criminals, consistent with the abortion laws of Michigan, and to report their criminal activities to the relevant prosecuting attorneys for investigation and criminal prosecution.

### **C. AMENDMENTS TO CITY CODE**

The Hillsdale Code of Ordinances is amended by adding sections 22.66, 22.67, 22.68, 22.69, and 22.70 to read as follows:

#### **Sec. 22.66. Abortion.**

(A) It shall be unlawful for any person to procure or perform an abortion of any type and at any stage of pregnancy in the city of Hillsdale, Michigan.

(B) It shall be unlawful for any person to knowingly aid or abet an abortion that occurs in the city of Hillsdale, Michigan. The prohibition in this section includes, but is not limited to, the following acts:

- (1) Providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Providing money with the knowledge that it will be used to pay for an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Providing "abortion doula" services;
- (6) Providing referrals to an abortion provider; and
- (7) Coercing or pressuring a pregnant mother to have an abortion.

(C) It shall be an affirmative defense to the unlawful acts described in Subsections (A) and (B) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(D) It shall be unlawful for any person to possess or distribute abortion-inducing drugs in the city of Hillsdale, Michigan.

(E) No provision of this section may be construed to prohibit any action which occurs outside the jurisdiction of the city of Hillsdale, Michigan.

(F) No provision of this section may be construed to prohibit any conduct protected by the First Amendment of the U.S. Constitution, as made applicable to state and local governments through the Supreme Court's interpretation of the Fourteenth Amendment, or by Article 1, Section 6 of the Michigan Constitution.

(G) Under no circumstance may the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(H) For purposes of this section, as well as section 22.67, 22.68, 22.69, and 22.70, the following definitions shall apply:

- (1) "Abortion" means the act of using or prescribing an instrument, a drug, a medicine, or any other substance, device, or means with the intent to cause the death of an unborn child of a woman known to be pregnant. The term does not include birth-control devices or oral contraceptives, and it does not include Plan B, morning-after pills, or emergency

contraception. An act is not an abortion if the act is done with the intent to:

(a) save the life or preserve the health of an unborn child;

(b) remove a dead, unborn child whose death was caused by accidental miscarriage; or

(c) remove an ectopic pregnancy.

(2) "Unborn child" means a natural person from the moment of conception who has not yet left the womb.

(3) "Abortion-inducing drugs" includes mifepristone, misoprostol, and any drug or medication that is used to terminate the life of an unborn child. The term does not include birth-control devices or oral contraceptives, and it does not include Plan B, morning-after pills, or emergency contraception. The term also does not include drugs or medications that are possessed or distributed for a purpose that does not include the termination of a pregnancy.

(I) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the United States Supreme Court held that an explicit statement of legislative intent is controlling, the provisions and applications of this section shall be severable as follows:

(1) It is the intent of the city council that every provision, subsection, sentence, clause, phrase, or word in this section, and every application of the provisions in this section, are severable from each other. If any application of any provision in this section to any person, group of persons, or circumstances is found by a court to be invalid or unconstitutional, then the remaining applications of that provision to all other persons and circumstances shall be severed and may not be affected. All constitutionally valid applications of this section shall be severed from any applications that a court finds to be invalid, leaving the valid applications in force, because it is the city council's intent and priority that the valid applications be allowed to stand alone. Even if a reviewing court finds a provision of this section to impose an undue burden in a large or substantial fraction of relevant cases, the applications that do not present an undue burden shall be severed from the remaining applications and shall remain in force, and shall be treated as if the city council had enacted an ordinance limited to the persons, group of persons, or circumstances for which the section's

application do not present an undue burden. The city council further declares that it would have enacted this section, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of this section, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this section were to be declared unconstitutional or to represent an undue burden.

(2) If any court declares or finds a provision in this section facially unconstitutional, when there are discrete applications of that provision that can be enforced against a person, group of persons, or circumstances without violating the Constitution, then those applications shall be severed from all remaining applications of the provision, and the provision shall be interpreted as if the city council had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate the Constitution.

(3) If any provision of this section is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the declarations of the city council's intent in Subsections (I)(1) and (I)(2).

(4) No court may decline to enforce the severability requirements in Subsections (I)(1), (I)(2), and (I)(3) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a locality or government official from enforcing a subset of an ordinance's applications is never "rewriting" an ordinance, as the ordinance continues to say exactly what it said before. A judicial injunction or declaration of unconstitutionality is nothing more than a non-enforcement edict that can always be vacated by later courts if they have a different understanding of what the Constitution requires; it is not a formal amendment of the language in a statute or ordinance. A judicial injunction or declaration of unconstitutionality no more "rewrites" an ordinance than a decision by an executive official not to enforce a duly enacted statute or ordinance in a limited and defined set of circumstances.

(5) If any federal or state court ignores or declines to enforce the requirements of Subsections (I)(1), (I)(2), (I)(3), or (I)(4), or holds a provision of this section invalid or unconstitutional on its face after

failing to enforce the severability requirements of Subsections (I)(1), (I)(2), (I)(3) and (I)(4), for any reason whatsoever, then the Mayor shall hold delegated authority to issue a saving construction of this section that avoids the constitutional problems or other problems identified by the federal or state court, while enforcing the provisions of this section to the maximum possible extent. The saving construction issued by the Mayor shall carry the same force of law as an ordinance; it shall represent the authoritative construction of this section in both federal and state judicial proceedings; and it shall remain in effect until the court ruling that declares invalid or enjoins the enforcement of the original provision in this section is overruled, vacated, or reversed.

(6) The Mayor must issue the saving construction described in Subsection (I)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this section after failing to enforce the severability requirements of Subsections (I)(1), (I)(2), (I)(3), and (I)(4). If the Mayor fails to issue the saving construction required by Subsections (I)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this ordinance after failing to enforce the severability requirements of Subsections (I)(1), (I)(2), (I)(3), and (I)(4), or if the Mayor's saving construction fails to enforce the provisions of the ordinance to the maximum possible extent permitted by the Constitution or other superseding legal requirements, as construed by the federal or state judiciaries, then any person may petition for a writ of mandamus requiring the Mayor to issue the saving construction described in Subsection (I)(5).

(J) Whoever violates this section shall be subject to a fine of \$500.00 and imprisonment for 90 days, and each violation shall constitute a separate offense.

(K) Mistake of law shall not be a defense to the penalty established Subsection (J).

#### Sec. 22.67. Abortion Coverage Prohibited in Employer-Provided Health Insurance

(A) It shall be unlawful for any employer in the city of Hillsdale, Michigan, and for any person acting on that employer's behalf, to offer, provide, or arrange for health insurance for its employees that covers abortion, except for abortions performed in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed.

(B) Whoever violates this section shall be subject to a fine of \$500.00 and imprisonment for 90 days, and each violation shall constitute a separate offense.

Sec. 22.68. Abortions Performed Outside City Limits.

(A) It is the policy of the city of Hillsdale to protect its unborn residents from individuals and organizations that aid or abet the killing of unborn children, and to protect the unborn from those who seek to harm them, to the maximum extent permissible under state and federal law.

(B) Except as provided by Subsections (C), (D), (E), and (F), it shall be unlawful for any person to aid or abet an abortion performed on a resident of the city of Hillsdale, or to attempt to aid or abet such an abortion, regardless of where the abortion is or will be performed. The prohibition in this subsection includes, but is not limited to:

- (1) Offering or providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Offering or providing money with the knowledge that it will be used to pay for an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Offering or providing "abortion doula" services;
- (6) Providing referrals to an abortion provider;
- (7) Coercing or pressuring a pregnant mother to have an abortion; and
- (8) Engaging in conduct that makes one an accomplice to abortion under Mich. Comp. Laws § 767.39.

(C) This subsection may not be construed to impose civil or criminal liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 6 of the Michigan Constitution.

(D) This subsection may not be construed to prohibit conduct that occurs wholly outside the city boundaries of Hillsdale, Michigan, or that otherwise occurs outside the jurisdiction of the city of Hillsdale, Michigan.



(E) It shall be an affirmative defense if the unlawful acts described in Subsection (B) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(F) Under no circumstance may the woman upon whom the abortion was performed, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(G) Whoever violates this section shall be subject to a fine of \$500.00 and imprisonment for 90 days, and each violation shall constitute a separate offense.

(H) Neither the City of Hillsdale, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (G) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (B) will not impose an "undue burden" on women seeking abortions; or

(c) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (B) lacks third-party standing to assert the rights of women seeking abortions in court.

(I) The non-imposition of the penalties described in Subsection (G) does not in any way legalize the conduct that has been outlawed in Subsection (B), and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 22.69. Aiding or abetting an elective abortion remains and is to be regarded as an illegal act under city law and a criminal act under Michigan law, except when the abortion is necessary to save the life of the mother.

(J) Mistake of law shall not be a defense to the penalty established Subsection (G).

(K) The severability requirements that appear in section 22.66(I) are fully applicable to this section as well.

Sec. 22.69. Private Right of Action.

(A) Any person, other than an officer or employee of a state or local governmental entity in this state, may bring a civil action in state court against any person who violates or intends to violate section 22.66, section 22.67, or section 22.68.

(B) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating section 22.66, section 22.67, or section 22.68 in the future;

(2) statutory damages in an amount of not less than \$500.00 for each violation of section 22.66, section 22.67, or section 22.68 that the defendant committed; and

(3) costs and attorney's fees.

(C) Notwithstanding Subsection (B), a court may not award relief under this section if the defendant demonstrates that the defendant previously paid statutory damages in a previous action for the particular conduct that violated section 22.66, section 22.67, or section 22.68.

(D) There is no statute of limitations for an action brought under this section.

(E) The following are not a defense to an action brought under this section:

(1) ignorance or mistake of law;

(2) a defendant's belief that the requirements of this section, or the requirements of section 22.66, section 22.67, or section 22.68, are unconstitutional or were unconstitutional;

(3) a defendant's reliance on any court decision that has been overruled on appeal or by a subsequent court, even if that court decision had not been overruled when the defendant engaged in conduct that violates section 22.66, section 22.67, or section 22.68;

(4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;

- (5) nonmutual issue preclusion or nonmutual claim preclusion;
- (6) the consent of the unborn child's mother to the abortion; or
- (7) any claim that the enforcement of section 22.66 through 22.70 or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by section 22.70.

(F) An action under this section must be brought in state court and not in the municipal courts of Hillsdale;

(G) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 6 of the Michigan Constitution;

(H) Neither the city of Hillsdale, nor any state or local official, may intervene in an action brought under this section. This subsection does not prohibit a person described by this subsection from filing an amicus curiae brief in the action.

(I) A civil action under this section may not be brought by any person who impregnated the abortion patient through an act of rape, sexual assault, incest, or any other unlawful act.

(J) Under no circumstance may a civil action under this section be brought against the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child.

(K) The severability requirements that appear in section 22.66(I) are fully applicable to this section as well.

#### Sec. 22.70. Civil Liability: Undue-Burden Defense.

(A) A defendant against whom an action is brought under Section 22.69 does not have standing to assert the rights of women seeking an abortion as a defense to liability under that section unless:

- (1) the United States Supreme Court holds that the courts of this state must confer standing on that defendant to assert the third-party rights of women seeking an abortion in state court as a matter of federal constitutional law; or

(2) the defendant has standing to assert the rights of women seeking an abortion under the tests for third-party standing established by the United States Supreme Court,

(B) A defendant in an action brought under Section 22.69 may assert an affirmative defense to liability under this section if:

(1) the defendant has standing to assert the third-party rights of a woman or group of women seeking an abortion in accordance with Subsection (A); and

(2) the defendant demonstrates that the relief sought by the claimant will impose an undue burden on that woman or that group of women seeking an abortion.

(C) A court may not find an undue burden under Subsection (B) unless the defendant introduces evidence proving that:

(1) an award of relief will prevent a woman or a group of women from obtaining an abortion; or

(2) an award of relief will place a substantial obstacle in the path of a woman or a group of women who are seeking an abortion.

(D) A defendant may not establish an undue burden under this section by:

(1) merely demonstrating that an award of relief will prevent women from obtaining support or assistance, financial or otherwise, from others in their effort to obtain an abortion; or

(2) arguing or attempting to demonstrate that an award of relief against other defendants or other potential defendants will impose an undue burden on women seeking an abortion.

(E) The affirmative defense under Subsection (B) is not available if the United States Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973) or *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), regardless of whether the conduct on which the cause of action is based under Section 22.69 occurred before the Supreme Court overruled either of those decisions.

(F) Nothing in this section shall in any way limit or preclude a defendant from asserting the defendant's personal constitutional rights as a defense to liability under Section 22.69, and a court may not award relief under Section 22.69 if the conduct for which the defendant has been sued was an exercise of state or federal constitutional rights that personally belong to the defendant.

(G) The severability requirements that appear in section 22.66(I) are fully applicable to this section as well.

**D. EFFECTIVE DATE**

This ordinance shall go into immediate effect upon majority vote within the Hillsdale, Michigan City Council meeting.

PASSED, ADOPTED, SIGNED and APPROVED,

\_\_\_\_\_  
Mayor of the City of Hillsdale, Michigan

\_\_\_\_\_  
City Secretary of the City of Hillsdale, Michigan

FURTHER ATTESTED BY "WE THE PEOPLE," THE CITIZENS and WITNESSES TO THIS PROCLAMATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, THE YEAR OF OUR LORD \_\_\_\_\_.

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** August 2, 2021

**AGENDA ITEM #:** New Business

**SUBJECT:** IAFF (Fire Fighters) Local 961 Union Contract

**BACKGROUND PROVIDED BY:** David Mackie, City Manager

Attached is the newly negotiated contract between the City of Hillsdale and Hillsdale Fire Fighters Association of the International Association of Fire Fighters Local 961 for City Council approval. The contract is for three-years with changes tracked in red. Items to note in the contract include:

- Annual raises of 2%, 2.5% and 3%
- PTO (Paid Time Off) time for new hires versus separate vacation, sick and personal time of current employees
- Moving new hires after June 30, 2022 to a defined contribution retirement plan with a 10% City contribution and 5% mandatory employee contribution versus the defined benefit retirement plan of current employees
- An increase in each employees annual food allowance from \$850 to \$1,400
- Addition of Martin Luther King Day off as a holiday

**RECOMMENDATION:**

City Council review and approve the IAFF Local 961 union contract for the period of August 3, 2021 to June 30, 2024.

**AN AGREEMENT BETWEEN THE  
HILLSDALE FIRE FIGHTERS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 961**

**AND**

**THE CITY OF HILLSDALE  
HILLSDALE COUNTY, HILLSDALE, MICHIGAN**

**FOR THE PERIOD  
\_\_\_\_\_, 2021 TO JUNE 30, 2024**

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**THIS AGREEMENT** is entered into between the City of Hillsdale, Michigan, a Michigan Municipal Corporation, hereinafter referred to as “City”, and Local 961 of the International Firefighters Union, also known as the Hillsdale Firefighters Association (AFL-CIO), hereinafter referred to as “Union.”

**PURPOSE AND INTENT.** It is the intent and purpose of this Agreement to promote sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any grievance which may arise under this Agreement and to set forth the basic agreement between the parties concerning rates of pay, hours and certain conditions of employment. Both parties agree that the parties have a common interest in providing the best and most efficient firefighting services for the citizens of the City of Hillsdale.

## **ARTICLE I: RECOGNITION, AGENCY SHOP AND DUES**

**Section 1.** The City hereby recognizes the Union as the exclusive representative for collective bargaining purposes for all employees in the bargaining unit in accordance with the laws of the State of Michigan. The City agrees not to promote or foster any other labor organization during the term of this Agreement.

**Section 2.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. .

(b) The City will deduct union dues, said sums to be deducted from the first pay each month and sent to the Fire Department Union Treasurer; provided that each Employee shall first sign an appropriate form authorizing such deductions.

(c) If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

(d) The Union agrees that in the event of litigation against the City of Hillsdale, its agents or employees, arising out of this provision, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

**Section 3. Part-Time Employees.** The City reserves the right to hire and utilize part-time firefighters from time to time. Part-time firefighters are not within the recognition granted the

Union and are not covered by the terms of this Agreement. The Union recognizes that the performance of firefighting and medical response duties is not exclusive bargaining unit work and that the performance of such work by part-time firefighters is permitted as long as it does not violate another section of this Agreement.

**Section 4. Part-Time Firefighter Availability List.** The City maintains a list of part-time firefighters it considers qualified to fill in on a regular shift for a vacant full time firefighter. On a monthly basis, qualified part-time firefighters will indicate their availability to fill shifts for vacant full time firefighters.

**Section 5. Fire Chief.** The position of Fire Chief is not within the recognition granted the Union and the terms and conditions of that position are not covered by the terms of this Agreement. The Union recognizes that the performance of firefighting and medical response duties is not exclusive bargaining unit work and that the performance of such work by the Fire Chief is permitted as long as it does not violate another section of this Agreement.

## **ARTICLE II: MANAGEMENT**

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

**Section 2.** The duties of the employees may include responsibilities associated with various aspects assisting with the City's code enforcement program, including, but not limited to, the administration of the fire prevention code, and existing structures code. City agrees to provide appropriate training and supervision associated with employees' duties in administering the code enforcement program.

**Section 3. Command Positions.** The classifications of Fire Chief, Deputy Fire Chief, Captain and Lieutenant are command positions. Firefighters ~~will be promoted~~ **are eligible for promotion** to Lieutenant **and/or Captain** ~~after five (5) years of service and to Captain after ten (10) years of service,~~ provided that they meet all of the qualifications for those positions **and the City determines that there is an opening for the position.** The City retains the sole right to select the individual for the position of Fire Chief and Deputy Fire Chief. The City will normally fill the Deputy Fire Chief position from existing Captains or Lieutenants, but reserves the right to fill that position with another individual from within or outside the bargaining unit if it does not consider that existing employees can satisfactorily perform that position.

**Section 4. Rules and Regulations.** The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations established by the Employer shall be delivered to the Union for inspection and review at the time of their establishment or revision. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement or that the rule or regulation is unreasonable, a grievance may be filed within thirty (30) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

### **ARTICLE III: UNION BARGAINING COMMITTEE**

**Section 1.** The bargaining committee of the Union may consist of the Union Business Representative and not more than any two (2) bargaining unit employees. The Union will furnish the City Manager with a written list of the Union's employee bargaining committee prior to the first bargaining meeting.

**Section 2.** City employee members of the Union bargaining committee will be paid for the time spent in negotiating sessions which occur during the City employee members' regular work hours, but not otherwise.

### **ARTICLE IV: LEAVE**

#### **Section 1. Family and Medical Leave.**

Employer provides family and medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability or to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. Serious health condition or disability means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth and related medical conditions.

All regular full-time employees are eligible to request family and medical leave as described in this section. Employees shall make requests for family and medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

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

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

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

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

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

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

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

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

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

## **Section 2. Military Leave.**

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

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

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

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

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

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

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

## **ARTICLE V: HOLIDAYS**

**Section 1. Holiday Time Off.** Each employee in the bargaining unit shall be provided with holiday time off each year in the amount of three (3) twenty-four (24) hours shifts off with pay. This holiday time off shall be credited to the use of employees on January 1 for use in the next year. Employees are required to utilize holiday time off in the year that it is credited and unused holiday time off cannot be carried over to subsequent years. Six (6) weeks before the beginning of the next sixteen (16) week work schedule, employees are expected to submit requests covering their holiday time off for that sixteen (16) week work schedule. The City will endeavor to approve holiday time off requests as long as sufficient manpower will be available to cover the schedule without the necessity to assign overtime. The City will consult with employees whose requested holiday time off cannot be accommodated regarding alternative holiday time off, but reserves the right to assign holiday time off to employees if no mutually agreeable days can be established. The sixteen (16) week work schedule will reflect approved holiday time off for that sixteen (16) week period. The City reserves the right to cancel previously approved holiday time off in emergency situations. Newly hired employees will receive prorated holidays for the year that they are hired based upon the ratio of complete months remaining in that year to 12, rounded to the nearest full day.

**Section 2.** Each employee in the bargaining unit who is required to and does work on any holiday as established below shall receive one and one-half (1 ½) times his or her regular rate of pay for not to exceed ~~eight (8)~~ **twelve (12)** hours in addition to his or her regular twenty-four (24) hour rate of pay.

New Years  
**Martin Luther King Day**  
Memorial Day  
Fourth of July

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas

Labor Day  
Veterans Day

New Years Eve

## ARTICLE VI: SALARY SCHEDULE

**Section 1. Wage Rates.** The wage rates to be paid to each classification shall be as set forth in Appendix A. The term “regular rate of pay” shall be defined to mean the hourly rate of pay derived by dividing the annual salary for the appropriate classification by two thousand eight hundred eight (2808). Firefighters will be eligible for advancement on the wage scale after completion of the appropriate period of time.

**Section 2. Overtime Premium Pay.** Employees shall be paid time and one-half (1-1/2) their straight time regular rate of pay all hours actually worked in excess of two hundred twelve hours in a twenty-eight (28) day work period. For purposes of this section, hours actually worked includes time for which an employee is paid but does not perform services for the City such as paid sick leave or vacation.

**Section 3. Call-Back Time.** Employees who are called in to work at times other than their regularly scheduled shift will be paid at time and one-half their regular rate of pay for one (1) hour or for the time actually worked at the appropriate rate, whichever is greater. The provisions of this section do not apply in instances where an employee is called in to work prior to the start of their regularly scheduled shift and continue to work through the start of their regularly scheduled shift or who continue to work past the end of their regularly scheduled shift.

**Section 4. Training and Meeting Time.** Employees shall be paid time and one half (1½) their regular rate of pay for all time spent at required departmental meetings and training sessions. The hourly pay guarantees of Section 3 Call-Back Time shall not be applicable to such training or meetings. Employees attending meetings or training sessions during their regularly scheduled shifts shall not be entitled to additional compensation.

**Section 5. Fire Calls.** On duty full time employees respond to all general alarms and off duty full time employees may respond to general alarms without the necessity of receiving specific direction to report for duty. All fire fighters responding to general alarms shall remain at the scene and shall not be released early unless so directed by the Fire Chief or Incident Commander. On duty full time employees responding to general alarms during their regularly scheduled shifts shall not be entitled to additional compensation. Off duty full time firefighters responding to general alarms shall be paid in accordance with Section 3 Call- Back Time.

**Section 6. Medical Emergencies.** On duty full time employees will respond to medical emergencies to assist the ambulance crew. Off duty full time employees may respond to medical emergencies during the hours of 6 am to 6 pm Monday through Friday. Off duty full time employees will only respond to medical emergencies that occur at times other than the hours of 6 am to 6 pm Monday through Friday if they receive specific direction to report for duty. On duty full time employees responding to medical emergencies during their regularly scheduled shifts

shall not be entitled to additional compensation. Off duty full time firefighters voluntarily responding to medical emergencies during the hours of 6 am to 6 pm Monday through Friday or off duty firefighters requested to respond to medical emergencies at other times shall be paid in accordance with Section 3 Call- Back Time.

## **ARTICLE VII: MEDICAL INSURANCE**

**Section 1. Hospitalization/Prescription Benefit.** 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.

**Section 2. Dual Health Insurance Coverage.** The Employer will pay an amount not to exceed \$1,000 per calendar year, in monthly installments of \$83.33 to any employee who can qualify, as determined by the insurance carrier and in accordance with any applicable laws, rules, regulations, policy provisions and other requirements, and who 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.

**Section 3. Dental and Vision 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. Employees are required to pay twenty (20%) percent of the cost of the applicable premium for their coverage, and that premium co-pay shall be withheld on a per-pay period basis from the paycheck of each covered employee.

**Section 4.** Employer will continue to pay the Employer's portion of the cost of health insurance pursuant to Section 1 for those employees who, due to illness or injury, are unable to work. Such payment will be made for a period of three (3) months following the date of the illness or injury.

**Section 5.** The City shall obtain for each employee, life insurance of forty thousand (\$40,000) dollars double indemnity and accidental death, the premium for which is paid in full by the City.

## **SECTION VIII: SICK LEAVE, PAID TIME OFF AND PERSONAL DAYS**

**Section 1.** For full time employees hired on or before June 30, 2021, sick leave shall be earned at the rate of two and two-thirds (2-2/3) days per twelve-month (12) period and shall be earned pro-rata on a monthly basis provided, however, that such accumulated leave shall not be available for use by employee during the first sixty (60) days following his/her date of hire. Except when the context indicates otherwise, the word "day" shall be interpreted to mean a twenty-four (24) hour duty day.

**Section 2.** For full time employees hired on or before June 30, 2021, sick leave days may be accumulated to ten (10) days. Employer will pay employee no portion of accumulated sick leave days on retirement or leaving employment for reasons other than illness where the employee has less than five (5) years of service at the time of such retirement or leaving employment. Employer will pay employee twenty-five percent (25%) of accumulated sick leave days on retirement or leaving employment for physical reasons where the employee has between five (5) and ten (10) years service inclusive at the date of such retirement or leaving employment for physical reasons and is otherwise in good standing. Employer will pay employee seventy-five percent (75%) of accumulated sick leave days on retirement or leaving employment for any reason other than discharge where the employee has more than ten (10) years of service at the date of such retirement or leaving employment and the employee is otherwise in good standing.

**Section 3.** Employees hired on or before June 30, 2021 may utilize sick leave for absences due to their own illness or injury, or injury or illness of the employee's spouse or a child or children of either, which necessitates absence from work so long as said spouse or the child or children of either is living in the same household with the employee at the commencement of said injury or illness, subject to the following: In case of injury or illness of an employee's spouse, or a child or children of either, living in the same household with the employee at the commencement of said injury or illness, the employee, upon the approval of the Fire Chief or his/her designee, may be absent for not to exceed two (2) twenty-four (24) hour duty days with pay, the same to be deducted from the employee's sick leave; provided however, that the utilization of sick leave by an employee as the result of injury or illness of the employee or his/her spouse, shall be at all times limited to those situations wherein the Fire Chief or his/her designee is satisfied that adequate proof has been provided of: (a) the existence of an injury or illness of the employee's spouse or the child or children of either; (b) the residency of the afflicted spouse or child or children of the employee or his/her spouse being in the home of the employee at the time the necessity of the requesting employee personally attending to the needs of said injured or ill spouse or child, thereby requiring the use of sick leave for such purpose.

**Section 4.** In case of an employee's illness. Injury or PTO, the employee shall forthwith inform the Fire Chief or his/her designee of his/her inability to be present because of injury or illness; provided, however, that in case of emergency which prevents prior reporting of employee's absence due to his/her illness or injury, such reporting shall be accomplished, as soon as possible. A doctor's certificate verifying the necessity of such absence may be required at employee's expense in case of absence for more than one (1) consecutive twenty-four (24) hour duty day or for each absence in the event an employee has been cited for abuse of sick leave. Notwithstanding anything contained herein to the contrary, the employer may require an employee to furnish a doctor's certificate from such doctor as the employer may designate at the sole expense of the employer at any time proof of illness or injury is desired by employer.

**Section 5.** Employer may require employees to submit to examination by a doctor of employer's choosing for the purpose of verifying injury or illness and the necessity of absence from work or any time provided that such examination and report shall be at the sole expense of employer.



**Section 6.** Employer will pay each employee seventy-five percent (75%) of one (1) day's pay at the employee's regular rate of pay for each day of sick leave earned in excess of the maximum accumulation of ten (10) days permitted pursuant to Section 2. Payments pursuant to this section will be made within thirty (30) calendar days following the end of the calendar year and the payment shall be for days earned as of the end of the calendar year.

**Section 7.** Full-time employees hired after June 30, 2021 are eligible for paid time away from work. Employees are required to use available paid time off (PTO) when time away from work is needed. PTO starts accruing on your 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.

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

Regular full-time employees that were hired after June 30, 2021 are eligible for the following paid time off (PTO):

- One to five years of service ~ 168 Hours
- Five or more years of service ~ 288 Hours

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 78.** The City shall maintain short term and long term disability benefits for the employees covered by this Agreement. The short term disability program shall provide income equal to seventy (70%) percent of an eligible employee's regular rate of pay. Short term disability benefits shall be payable to an employee who, if otherwise eligible, is unable to work due to verified illness or injury which is not compensable under workers compensation. Payments made under the provisions of the short term disability program shall not commence until after the employee has missed ~~ten~~ **seven (7)** consecutive duty days within a thirty (30) calendar day period due to the injury or illness. Short term disability benefits shall continue for a maximum of ninety (90) consecutive days, or until the employee returns or is able to return to work, whichever comes first.

"Disability" or "disabled", for purposes of eligibility for short term disability benefits, means that:

1. The employee must be suffering from a non-work related illness or injury for which he/she is not covered by workers compensation;
2. The illness or injury must be continuous in nature and, as a pre-qualification to the receipt of such benefits, must disable the employee from work for at least ten (10) consecutive duty days within a thirty (30) calendar day period;

3. During the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee is required to be under the regular care and attendance of a licensed physician for the treatment of such illness or injury;
4. During the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee is continuously prevented by such illness or injury from performing one or more of the material duties of his or her regular employment with the City;
5. During the pre-qualification period and at all times thereafter during which short term disability benefits are payable, the employee does not perform any other gainful employment;
6. The disability from work with the City due to said illness or injury is verified by the licensed physician who is treating it and providing regular primary care and attendance to said employee; provided, that the City may, at its sole expense, obtain independent medical examination or examinations of the employee with respect to said illness or injury and any disability it is claimed to create.

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

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

**Section 89. Paid Personal Days.** Each employee in the bargaining unit shall be provided with paid personal leave each year in the amount of three (3) twenty-four (24) hours shifts off with pay. These paid personal leave days shall be credited to the use of employees on January 1 for use in the next year. Employees are required to utilize paid personal leave in the year that it is credited and unused paid personal leave time cannot be carried over to subsequent years. Six (6) weeks before the beginning of the next sixteen (16) week work schedule, employees are expected to submit requests covering their paid personal leave time for that sixteen (16) week work schedule. The City will endeavor to approve paid personal leave time requests as long as sufficient manpower will be available to cover the schedule without the necessity to assign overtime. The City will consult with employees whose requested paid personal leave cannot be accommodated regarding alternative paid personal leave dates, but reserves the right to assign

paid personal leave time off to employees if no mutually agreeable days can be established. The sixteen (16) week work schedule will reflect approved paid personal leave for that sixteen (16) week work schedule. The City reserves the right to cancel previously approved paid personal leave in emergency situations. Newly hired employees will receive prorated paid personal leave for the year that they are hired based upon the ratio of complete months remaining in that year to 12, rounded to the nearest full day.

#### **ARTICLE IX: LONGEVITY**

**Section 1.** Each member of the bargaining unit shall receive on the first pay day in December of each year, during the term of this Agreement, a longevity bonus to be computed and paid as follows:

\$120.00 for each year of service completed by December 31<sup>st</sup> next following for the first five (5) years.

\$100.00 for each year of service completed by December 31<sup>st</sup> next following for the next five (5) years.

The computation of the years as stated above shall be deemed as having a starting date of January 1, 1970, or the first day of employment, whichever is later, with the maximum amount to be \$1,100.00 per year. Employees hired on or after 7-1-2016 are not eligible for longevity payments.

#### **ARTICLE X: UNION STEWARDS**

**Section 1.** Employees covered hereby will be represented by a steward. There shall be one (1) steward who shall be designated by the Union to the City. In the absence of the Union steward, the Union's president shall appoint a person to act as steward. The names and business addresses of the steward or acting steward shall be furnished to the City upon their selection.

#### **ARTICLE XI: UNIFORMS AND SHOE ALLOWANCE**

**Section 1. Uniforms.** Uniforms shall be provided by the City to employees as needed. ~~The City agrees to pay three hundred fifty (\$350.00) dollars per year, per employee for uniform maintenance to be paid once per year, the first accounts payable on or before March 1 of each year.~~

**Section 2. Shoes.** The City agrees to pay each employee fifty (\$50.00) dollars per year, or accumulate up to a maximum of one hundred and fifty (\$150.00) dollars during the life of this Agreement, toward the purchase of one (1) pair of shoes to be used by the employee during the course of his or her employment, which purchase shall be evidenced by the employees providing the City with a copy of the receipt for said shoes.

## ARTICLE XII: MEALS

**Section 1. Meals.** The City will endeavor to provide each employee with a thirty (30) minute breakfast break between 8:00 A.M. and 10:00 A.M., a sixty (60) minute lunch break between 11:00 A.M. and 1:00 P.M. and a sixty (60) minute supper break between 5:00 P.M. and 7:00 P.M. Employees remain on active duty during meal breaks and are required to respond to all calls. The City will endeavor to make up time lost from meal breaks to respond to calls later on in that shift, but no extra compensation will be paid to employees who do not receive their normal meal breaks.

**Section 2. Meal Allowance.** The City shall pay each member an annual food allowance in the amount of ~~\$850.00~~ **\$1,400.00**, payable in a separate check on or before March 1 of each year.

## ARTICLE XIII: RETIREMENT

**Section 1. Retirement Plan for Employees hired before June 30, 2022.** The City agrees to provide the Michigan Employees' Retirement System Plan B-4 plan with F-55 (20) Waiver for all bargaining unit members with an employee contribution of 5.00%. The FAC will cap at \$65,000 as of July 1, 2017; provided that any individual with a current FAC of more than \$65,000 will have their individual FAC capped at their FAC calculated as of June 30, 2017. The FAC cap will be increased to \$70,000 on July 1, 2022.

**Section 2. Retirement Plan for Employees hired on or after July 1, 2022.** The MERS defined benefit plan was closed to new participants on June 30, 2022, and employees hired on or after July 1, 2022 will participate in Plan DC with the following provisions:

(a) **Mandatory Employer contributions.** The City will contribute an amount equal to 10.00% of the employee's compensation. Employees will be vested in the City's contributions in accordance with the following:

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

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

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

## ARTICLE XIV: VACATIONS

### Section 1. Vacation.

Eligible employees earn vacation with pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation</u>
Less than two (2) years	72 hours (3 duty days)
At least two (2) but less than five (5) years	96 hours (4 duty days)
At least five (5) but less than seven (7) years	168 hours (7 duty days)
At least seven (7) but less than ten (10) years	192 hours (8 duty days)
At least ten (10) but less than twelve (12) years	216 hours (9 duty days)
At least twelve (12) but less than fifteen (15) years	240 hours (10 duty days)
At least fifteen (15) but less than twenty (20) years	264 hours (11 duty days)
At least twenty (20) years	288 hours (12 duty days)

Vacation leave accrues on a calendar year basis and is credited to eligible employees on January 1 of each year, based upon their years of continuous service with the City as of January 1 of each year. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer, and shall only be broken by a loss of seniority.

In order to be eligible for crediting vacation leave on January 1, an employee must be a full-time employee of the City and must have worked a total of at least 2,808 hours during the immediately preceding January 1 through December 31 period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 2,808 rounded to the nearest half hour. For purposes of this Section, hours worked shall include paid sick leave, paid holidays, vacation, paid personal leave and all hours actually worked.

**Section 2. Vacation Scheduling.** Six (6) weeks before the beginning of the next sixteen (16) week work schedule, employees are expected to submit requests covering their vacation for the next sixteen (16) week work schedule. The City will endeavor to approve vacation requests as long as sufficient manpower will be available to cover the schedule without the necessity to assign overtime. The City will consult with employees whose requested vacation days cannot be accommodated regarding alternative vacation days. The sixteen (16) week work schedule will reflect approved vacation days for that work schedule. The City reserves the right to cancel previously approved vacation days in emergency situations. Employees are required to utilize vacation in the year that it is credited and unused vacation days as of December 31<sup>st</sup> of each year will be forfeited; provided, however, that if an employee is unable to utilize vacation through no fault of their own, up to two (2) days of vacation may be carried over to the next year.

## ARTICLE XV: SENIORITY

**Section 1.** New employees hired in the Department shall be probationary employees for the first twelve (12) months of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and his/her seniority shall be continuous from his/her date of hire. The City will provide a seniority list on demand of the Union.

## ARTICLE XVI: GRIEVANCE PROCEDURE

**Section 1. Definition of a Grievance.** A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement arising during the term of this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

**Section 2. Grievance Procedure.** All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with the Fire Chief (or designated representative) within five (5) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter within five (5) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. The Fire Chief (or designated representative) shall give the employee concerned an oral answer to the grievance within five (5) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure to Fire Chief. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days of the oral answer and submitted to the Fire Chief (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not take place during working hours or otherwise interfere with the Department's operations. The Fire Chief (or designated representative), the employee, and a representative of the Union may discuss the grievance. The Fire Chief (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Union President.

Step 3. Written Procedure to City Manager. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Union may appeal the Fire Chief's decision by delivering to the City through the City Manager's office a written request for a meeting concerning the grievance within ten (10) working days following receipt of the Fire Chief's written disposition of the grievance. A copy of this written request shall be provided to the Fire Chief. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the City and the Union. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled

for a date mutually convenient for the parties. The City Manager, or designated representative, shall place a written disposition on the grievance within ten (10) working days following the date of this meeting, and return it to the Union President.

Step 4. Written Procedure to Michigan Employment Relations Commission. If a grievance is not satisfactorily settled in the Step 3, Written Procedure to City Manager, the Union may request a mediator of the Michigan Employment Relations Commission to review of the City Manager's decision by delivering to the City through the City Manager's office a written request for non-binding mediation concerning the grievance within ten (10) working days following receipt of the City Manager's written disposition of the grievance and submitting a copy of that request to the Michigan Employment Relations Commission. If the City fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request non-binding mediation by delivering a written request to mediate to the City through the City Manager's Office not later than twenty (20) working days following the date the City's written Step 3 disposition was due. If the Union does not request non-binding mediation within the time limits established herein, the grievance shall be considered settled on the basis of the City's last disposition. Within ten (10) working days after the grievance has been appealed, a meeting shall be held with the mediator assigned by the Michigan Employment Relations Commission to mediate the dispute. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient for the mediator and the parties. The mediation process shall be informal, with the parties presenting summaries of their positions to the mediator and the mediator being requested to provide the parties with his non-binding recommendation for a resolution of the dispute. Within ten (10) working days after receiving the non-binding recommendation of the mediator, the City Manager, or designated representative, shall advise the Union in writing of any changes to its step 3 response to be made as a result of a review of the non-binding recommendation of the mediator. In the event that the city Manager has not responded with the ten (10) working day period, the prior Step 3 response will continue unchanged.

**Section 3. Arbitration.** The Union may request arbitration of any unresolved grievance by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service or the American Arbitration Association and delivering a copy of this Form to the City through the City Manager's Office within fifteen (15) working days following the receipt of the City's written disposition in Step 4 of the grievance procedure. If the City fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service or the American Arbitration Association and delivering a copy of this Form to the City through the City Manager's Office not later than thirty (30) working days following the date the City's written Step 4 disposition was due. If the Union does not request arbitration within the time limits established herein, the grievance shall be considered settled on the basis of the City's last disposition.

**Section 4. Selection of Arbitrator.** The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service or the panel of

arbitrators submitted by the American Arbitration Association by each party alternately striking the name of an arbitrator. The Union shall strike the first name from the list of arbitrators. After all but one of the potential arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the City. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

**Section 5. Arbitrator's Powers and Jurisdiction.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the City or the Union may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance for timeliness is at issue. All claims for back wages or lost benefits shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

**Section 6. Arbitrator's Decision.** The arbitrator's decision shall be final and binding upon the Union, the City and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

**Section 7. 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 Section 2. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

**Section 8. Time Computation.** Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

**Section 9. Pay for Processing Grievances.** Participation in the grievance process and in arbitrations is a voluntary activity engaged in by the Union and the individuals alleging violations of the Agreement and those individuals shall not be paid for the time required to process grievances or to prepare for or participate in grievance meetings or arbitrations.



**Section 10. Grievance Form.** The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

**Section 11. Suspension and Discharge Grievances.** All grievances concerning suspension or discharge shall be initiated at Step 3 of the Grievance Procedure. A written grievance signed by the Union President a non-employee representative of the Union or the suspended or discharged employee shall be filed within ten (10) working days of the employee's suspension or discharge in order to invoke the grievance procedure in such situations.

## **ARTICLE XVII: FUNERAL LEAVE**

**Section 1.** An employee shall be granted one (1) twenty-four (24) hour duty day off with pay in the event of a death in his or her immediate family. In his/her sole discretion, the Fire Chief, may grant one (1) additional twenty-four (24) hour duty day off with pay in those instances where the distance to the funeral location or the timing therefore necessitates same.

**Section 2.** Immediate family means current spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, brother or sister of employee's current spouse or the current spouse of the employee's brother or sister. Also, all full time employees shall be allowed the day of the funeral for the death of a grandparent; grandparent-in-law, grandson; granddaughter; son-in-law; or daughter-in-law.

## **ARTICLE XVIII: NO STRIKE CLAUSE**

**Section 1.** It is mutually agreed between the parties that during the term of this Agreement or any extension thereof, there shall be no strikes, lock-outs, tie-ups of equipment, slow-downs or any other cessation of work.

## **ARTICLE XIX: HOURS OF WORK**

**Section 1. Work Period.** The work period shall be a period of twenty-eight (28) consecutive days.

**Section 2. Shift Schedule.** When the City has three or more full time firefighters, the three most senior firefighters will be assigned to a duty shift rotation in which they will work 24 hour shifts under a normal schedule in which they work a day on followed by two days off. This schedule will be modified in any 28-day work period in which the normal shift rotation for these firefighters would have 10 scheduled duty days within that 28-day work period by creating a Kelly day that will eliminate one day of scheduled work in that work period. The fourth full time firefighter will be assigned a swing shift that will contain the number of 24 hour shifts which will total 216 hours in a 28-day work period. ~~The shift schedule of the fourth firefighter will be patterned after a different non swing shift firefighter's shift every sixteen (16) week work schedule, modified to reflect the necessity for that swing shift firefighter to fill vacancies in non-swing shift firefighter schedules caused by Kelly days and other absences.~~ **The fourth firefighter**

will be scheduled at the discretion of the Chief and will be scheduled to cover employee vacancies. This may result results in these four employees being scheduled for 216 hours of work in a 28-day work period or 2808 hours of work each year. The normal starting time for a 24-hour shift is 8:00 am. Firefighters other than the three regular shift firefighters and the one swing shift firefighter may be scheduled for shifts of any length and are not normally scheduled for any particular number of hours of work in any work period.

**Section 3. Sixteen Week Work Schedule.** The City will create a draft sixteen (16) week work schedule for the Fire Department by extending the normal rotation for the non-swing shift firefighters into the next sixteen (16) week schedule, allowing employees to request designation of their Kelly days, and designating the tentative shift for the fourth firefighter. The preparation of a draft sixteen (16) week work schedule will be completed prior to the beginning of the next vacation, holiday and personal day selection period. After completion of the vacation, holiday and personal day selection period by the non-swing shift firefighters, the City will consult with the swing shift firefighter regarding the days desired for vacation, holiday and personal days and assign a sixteen (16) week work schedule to the swing shift firefighter. The City will endeavor not to assign the swing shift firefighter to work two consecutive shifts by requesting voluntary shift trades among non-swing shift firefighters, but reserves the right to make such assignments in order to complete the sixteen (16) week schedule without creating shifts that are required to be filled on an overtime basis. Employment of four full time employees should result in a sixteen (16) week work schedule in which a full time employee is assigned to work on each day. In the event that the draft sixteen (16) week work schedule cannot be completely filled due to a full time firefighter being on a leave of absence anticipated to last seven calendar days or more, part-time firefighters will be allowed an opportunity to sign up for open shifts prior to the sixteen (16) week work schedule being completed. In the event that part-time firefighters do not sign up for the available shifts, full time firefighters will be allowed to request assignment to any open shifts. Once all shifts have been covered, the City will issue the final sixteen (16) week work schedule for the next year. The final schedule may be changed by the Fire Chief in order to meet the emergency needs of the Fire Department.

**Section 4. Assignment of Additional Shifts.** The City will attempt to fill shift vacancies in the sixteen (16) week work schedule that occur due to illnesses, leaves of absences or other reasons by the modification of the work schedule of the swing shift fireman to fill those newly available shifts and voluntary shift changes by non-swing-shift firemen. In the event that the vacant shifts cannot be completely filled on a non-overtime basis by a modification of the work schedule for the swing shift fireman and voluntary shift changes by non-swing shift firefighters, vacant shifts will first be offered to the full time firefighters unless they arise due to holidays or Kelly days. In the event that there are no full time firefighters who desire the vacant shift or shifts, the City will offer the shift or shifts to qualified part-time employees. ~~In the event that a shift vacancy is due to holidays or Kelly days, part time firefighters will be allowed an opportunity to sign up for open shifts prior to them being offered to full time firefighters on an overtime basis.~~ The City reserves the right to assign a full time employee to fill a vacant shift in the event that there are no full time volunteers to work the vacant shift. The City will endeavor to equalize the overtime opportunities.

**Section 5. Employee requested modifications to the Sixteen (16) Week Work Schedule.** Employees may request a modification to previously scheduled vacation, holiday or personal time reflected in the sixteen (16) week work schedule by making a request at least six weeks prior to the beginning of the next 28 day work period. The City will endeavor to honor those requests as long as the work schedule for the full time swing shift firefighter during the work periods affected can be modified to allow coverage without creating any scheduled overtime. Requests for modification received after that time will only be considered with the consent of the swing shift firefighter.

**Section 6. Additional Work Assignments.** In addition to assigned shift hours, full-time fire fighters will be required to attend training sessions and may be required to perform other firefighter related work outside their assigned shift hours.

**Section 7. Scheduling Compensatory time.** The City pays employees every two weeks. The normal work schedule results in one pay period in which employees are scheduled for more than 108 hours of straight time work and one pay period in which employees are scheduled for less than 108 hours of straight time work. In order to accommodate the desire of employees to receive the same 108 hour straight time paycheck each pay period, in a pay period in which employees work more than 108 hours they will be paid for 108 hours and receive the additional hours as straight time compensatory time. In any pay period in which an employee is scheduled to work less than 108 hours of straight time work, employees will be paid for the hours worked and will utilize the hours of straight time compensatory time accrued in a previous pay period to maintain their same 108 hour straight time paycheck for that pay period. The paycheck in the second pay period of the 28 day work period will include any FLSA overtime payments for hours worked during that work period.

**Section 8. Trading of Shifts.** Full-time firefighters will be permitted to voluntarily swap shifts with other full-time fire department employees with the prior approval of the Fire Chief. With respect to such traded shifts, each firefighter will record their hours in the pay period that they were scheduled to work prior to the swap, and the firefighters will be paid as if the shifts had not been traded. The City shall not be liable for any overtime as a result of the shift trades.

## **ARTICLE XX: SPECIAL CONFERENCE**

**Section 1.** Special conferences for employment matters will be arranged between the Union President, or his or her designee, and the City through the City Manager upon the request of either party. Such meetings shall be between one (1) or more representatives of the City and not more than two (2) members of the Union and the date of such meeting shall be agreed upon within ten days after receipt of the request for a special conference. The agenda of the matters to be taken up at the meeting shall be submitted at the time the conference is requested. Matters taken up in the special conference shall be confined to those included on the agenda unless the parties agree to include other items. If a special conference is scheduled when a Union member is on duty, then the employee shall receive his/her regular pay. The conference may be attended by representatives of the State or International Union.

## ARTICLE XXI: TERMINATION OF AGREEMENT

**THIS AGREEMENT** shall become effective \_\_\_\_, 2021, and shall continue in full force and effect until 11:59 P.M., June 30, 2024, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination.

## ARTICLE XXII: EMERGENCY MANAGER

**Section 1. Rejection, Modification, or Termination of Agreement after Appointment of Financial Manager.** The terms of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 426 of 2012. A financial manager appointed pursuant to that Act may reject, modify, or terminate one or more terms of this Agreement. **IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals.

**CITY OF HILLSDALE**

**HILLSDALE FIRE FIGHTERS  
ASSOCIATION INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 961**

\_\_\_\_\_  
Adam Stockford  
Mayor

\_\_\_\_\_, Steward

\_\_\_\_\_  
Katy Price  
City Clerk

\_\_\_\_\_, Steward

## APPENDIX A: WAGES

7/1/2018~~21~~ – Effective the first full pay period on or after \_\_\_\_\_, 2018~~21~~, the following wage rates shall be in effect (2.00%):

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$51,981.24				
Captain	\$48,981.42				
Lieutenant	\$48,714.18				
Firefighter	\$37,489.08	\$40,099.26	\$44,951.40	\$46,725.18	\$48,487.74

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$56,113.30				
Captain	\$52,875.03				
Lieutenant	\$52,586.54				
Firefighter	\$40,469.14	\$43,286.81	\$48,524.65	\$50,439.43	\$52,342.10

7/1/2019~~22~~ – Effective the first full pay period on or after July 1, 2019~~22~~, the following wage rates shall be in effect (2.75 ~~2.5~~%):

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$53,410.72				
Captain	\$50,328.41				
Lieutenant	\$50,053.82				
Firefighter	\$38,520.03	\$41,201.99	\$46,187.56	\$48,010.12	\$49,821.15

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$57,516.13				
Captain	\$54,196.91				
Lieutenant	\$53,901.20				
Firefighter	\$41,480.87	\$44,368.98	\$49,737.77	\$51,700.42	\$53,650.66

7/1/2020~~23~~ – Effective the first full pay period on or after July 1, 2020~~23~~, the following wage rates shall be in effect (3.00%):

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$55,013.04				
Captain	\$51,838.26				
Lieutenant	\$51,555.43				
Firefighter	\$39,675.63	\$42,438.05	\$47,573.19	\$49,450.42	\$51,315.78

	Start	6 Months	1 Year	2 Years	3 Years
Deputy Chief	\$59,241.62				
Captain	\$55,822.82				
Lieutenant	\$55,518.24				
Firefighter	\$42,725.30	\$45,700.05	\$51,229.91	\$53,251.44	\$55,260.18

## **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 Regarding Miscellaneous Matters

~~1. **Float Person Schedule.** The provisions of Article XIX, Section 2 provides that the shift schedule of the fourth firefighter will be patterned after a different non-swing shift firefighter's shift every sixteen (16) week work schedule. The parties agree that that the shift schedule of the fourth firefighter will be patterned after the Deputy Fire Chief for two consecutive sixteen (16) weeks schedules and then will be patterned after the second and third non-swing shift firefighter's shift during the next two sixteen (16) week work schedules. This revised pattern will be in effect as long as this does not interfere with the normal operation of the department and by the approval of the Fire Chief.~~

**21. Off Duty Employees Reporting for Medical Emergencies.** Article VI, Section 6 authorizes off duty full time employees to unilaterally decide to respond to medical emergencies during the hours of 6 am to 6 pm Monday through Friday as long there are not two (2) full time employees on duty, but authorizes off duty full time employees to respond to medical emergencies under other circumstances only if they receive specific direction to report for duty. The provisions of Article VI, Section 6 notwithstanding, on an experimental basis the City agrees to allow off duty full time employees to unilaterally decide to respond to medical emergencies during the hours of 6 am to 6 pm and 6 pm to 6 am Monday through Friday and during the hours of 6 am to 6 pm on Saturday and Sunday if two (2) full time employees are not on duty. The City reserves the right to rescind this experimental procedure upon fourteen (14) days advance notification if in its opinion this experimental program is creating overtime costs that are too high.

**32. 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.

**43. 201922 Medical Insurance Reopener.** The provisions of Article XXI notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2022, upon written notice to the other party served not later than October 1, 2021, provided that the insurance rates for 2022 are projected to increase by more than 10% over the cost for 2021. 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).

**54. 202023 Medical Insurance Reopener.** The provisions of Article XXI notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2023, upon written notice to the other party served not later than October 1, 2022, provided that the insurance rates for 2023 are projected to increase by more than 10% over the cost for 2022. 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).

**65.     ~~2021~~24 Medical Insurance Reopener.** The provisions of Article XXI notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, **2024**, upon written notice to the other party served not later than October 1, **2023**, provided that the insurance rates for **2024** are projected to increase by more than 10% over the cost for **2023**. 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).

**CITY OF HILLSDALE**

**HILLSDALE FIRE FIGHTERS  
ASSOCIATION INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 961**

\_\_\_\_\_  
Adam Stockford, Mayor

\_\_\_\_\_, Steward

\_\_\_\_\_  
Katy Price, City Clerk

\_\_\_\_\_, Steward