








Council Chamber
Hillsdale City Hall
97 N. Broad Street
Hillsdale, MI 49242

July 1, 2013
7:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL AGENDA


CITY OF HILLSDALE REGULAR MEETING


- 7pm*
1. Call to Order and Pledge of Allegiance
 2. Roll Call *- All present*
 3. Approval of Agenda
 4. Public Comments on Agenda Items
 5. Consent Agenda *Approval 9-0*
 - A. Approval of Bills of June 20 2013 Claims: \$314,477.52 & Payroll: \$92,695.94
Invoice Approval Summary by Fund of 6.20.13 
Invoice Approval Summary by Vendor of 6.20.13 
 - B. Committee Reports (Pending Approval):
 1. EDC Minutes of April 18, 2013
Minutes 4.18.13 
 2. O&G Minutes of June 17, 2013
Minutes 6.17.13 
 3. Planning Commission Minutes of May 21, 2013
Minutes 5.21.13 
 - C. Council Minutes of June 17, 2013
Minutes 6.17.13 
 - D. Change Order- Sandy Beach Septic Contract
Change Order 

6. **Communications/Petitions**

7:10 7. **Introduction and Adoption of Ordinance/Public Hearing** *Apr. 9-0*

- A. An Ordinance to Amend Article II of Chapter 24 of the Code of the City of Hillsdale by Adding New Sections

CM Memo 

Ordinance 

8. **Unfinished Business**

- A. Local Streets Maintenance
B. Code Enforcement

9. **Old Business**

10. **New Business**

- 7:10 A. FAA Terms and Conditions for Airport Grants; Approval of Contract 2013-0294 for Acquisition Costs *Apr 9-0*

CM Memo 

Grant Terms & Conditions 

Exhibit 1 

- 7:15 B. S2 Grant Application – BPU - Resolution *Apr 9-0*

CM Memo 

BPU Memo 

Resolution 

- 7:20 C. Capital Improvement Plan – Storm Water Master Plan *Apr 8-1 (Wolfram)*

CM Memo 


- 8:00p D. Air Show at Hillsdale Municipal Airport

CM Memo 


Legal Opinion 

Air Show Letter 

Air Show Waiver 

8:45p E. Sidewalk Special Assessment
CM Memo 

2013 Sidewalk Replacement Compilation 

Assessor Memo 

Assessment Map 2013-1 



Assessment Map 2013-2 

Assessment Map 2013-3 

Resolution District 2013-1  Res. #3140 Appr. 9-0

Resolution District 2013-2  Res. #3141 Appr. 9-0

Resolution District 2013-3  Res. #3142 Appr. 9-0

8:50p F. Proposal for Assistance with the SAW Grant Program  Appr. 9-0
CM Memo 

Fleis & VandenBrink Engineering, Inc 

11. Miscellaneous Information Only

8:55p 12. General Public Comment

→ Closed Session

13. Adjournment

INVOICE APPROVAL LIST BY FUND
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Hillsdale City Offices

Fund Department	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000.000-018.000	INV-OTH CD	FIFTH THIRD BANK	70831		06/20/2013	200,000.00
		CERTIFICATE OF DEPOSIT				
101-000.000-082.000	DUE FROM O	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	995.55
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	2,239.98
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	13,971.49
		PREPAID HEALTH INS FOR POLICE		7003454/000 7/2013		
101-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	3,665.65
		HEALTH INS JULY 2013 FIRE DPT		7003454/001 7/2013		
101-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT	383		06/20/2013	68,301.26
		PAYROLL/FICA FOR 6/20/13				
				Total		289,173.93
Dept: CITY MANAGER						
101-172.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	995.55
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-172.000-726.000	SUPPLIES	CDW-G COMPUTER CENTERS	70842		06/20/2013	158.85
		PRINTER CARTRIDGE		CT76192		
101-172.000-726.000	SUPPLIES	STOCKHOUSE CORPORATION	70894		06/20/2013	140.67
		PAPER		49417		
101-172.000-801.000	CONTRACTUA	SPRINT	70892		06/20/2013	25.75
		CELL PHONE SERVICE 6/2013		548517219-068		
				Total CITY MANAGER		1,320.82
Dept: ECONOMIC DEVELOPMENT						
101-174.000-801.000	CONTRACTUA	HILLSDALE POLICY GROUP, LTD.	70862		06/20/2013	6,261.96
		EDC DIRECTOR- MAY 2013				
				Total ECONOMIC DEVELOPMENT		6,261.96
Dept: ADMINISTRATIVE SERVICES						
101-175.000-806.000	LEGAL SERV	LOREN & SHIRK	70870		06/20/2013	1,656.34
		LEGAL SERVICES FOR APRIL 2013				
101-175.000-806.000	LEGAL SERV	POTTER, PC	70885		06/20/2013	3,136.00
		LEGAL SERVICES - POLICE		21124		
101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS &	70868		06/20/2013	1,020.00
		MTT - R COLE FAMILY		221077		
101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS &	70868		06/20/2013	2,952.00
		MTT JOHN CHASE, JR		221078		
101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS &	70868		06/20/2013	2,166.00
		MTT GATEHOUSE MEDIA		221079		
101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS &	70868		06/20/2013	852.00
		MTT AUTOZONE STORES		221080		
				Total ADMINISTRATIVE SERVICES		11,782.34
Dept: ASSESSING DEPARTMENT						
101-209.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	414.81
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-209.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	60.41
		Supplies		192157		
101-209.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	12.70
		Supplies		192256		
101-209.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	13.50
		ADDRESS STAMP		192435		
101-209.000-734.000	POSTAGE	HILLSDALE POSTMASTER	70884		06/20/2013	15.18
		POSTAGE STAMPS				
				Total ASSESSING DEPARTMENT		516.60
Dept: CITY CLERK DEPARTMENT						
101-215.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	995.55
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-215.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	39.24
		CSSTTS/TWLS/TRSH BGS/ETC		418737		
101-215.000-734.000	POSTAGE	CITY OF HILLSDALE	70847		06/20/2013	103.25
		PETTY CASH				
101-215.000-734.000	POSTAGE	HILLSDALE POSTMASTER	70884		06/20/2013	543.82
		POSTAGE STAMPS				
101-215.000-801.000	CONTRACTUA	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	158.44
		COS LEASE PER AGREEMENT		238554		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	78.25
		HEARING NOTICE-RUBBISH		82002		

INVOICE APPROVAL LIST BY FUND
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Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: CITY CLERK DEPARTMENT						
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	78.25
		PUB HEARING -CIVIL INFRACTION		82001		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	143.50
		PUB NOTICE-AMNDS TO CHAP 28		81974		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	97.00
		PUB NOTICE-MUN CIVIL INFR		81972		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	165.25
		PUB NOTICE-ORDANCE 2013-1		81971		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	165.25
		PUB NOTICE-ORD 2013-1		81893		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	78.25
		PUB NOTICE - COBRA IFT HEARING		82154		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	78.25
		PUB NOTICE - COBRA IFT HEARING		82153		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	143.50
		PUB NOTICE - ORD 2013-3		82146		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	70861		06/20/2013	78.25
		PUB NOTICE - ORD 2013-2		82145		
Total CITY CLERK DEPARTMENT						2,946.05
Dept: FINANCE DEPARTMENT						
101-219.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	995.55
		HEALTH INS. JULY 2013		7003454/002 7/2013		
Total FINANCE DEPARTMENT						995.55
Dept: BUILDING AND GROUNDS						
101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	95.63
		CSSTTS/TWLS/TRSH BGS/ETC		418737		
101-265.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	70858		06/20/2013	5.35
		WATER		52697		
101-265.000-726.000	SUPPLIES	GELZER & SON INC.	70855		06/20/2013	7.98
		SILICONE - DPS BLDG		A31589		
101-265.000-726.000	SUPPLIES	GELZER & SON INC.	70855		06/20/2013	5.99
		EXT BITS		C53759		
101-265.000-726.000	SUPPLIES	GELZER & SON INC.	70855		06/20/2013	11.44
		CLIPS,ANCHORS		C53747		
101-265.000-726.000	SUPPLIES	JONESVILLE LUMBER	70867		06/20/2013	23.34
		SNAP END CAP/TEE, CEMENT BLOCK		655594		
101-265.000-801.000	CONTRACTUA	CINTAS CORPORATION	70846		06/20/2013	20.00
		CINTAS RUGS FOR CITY HALL		351641696		
101-265.000-801.000	CONTRACTUA	EAST 2 WEST ENTERPRISES, INC.	70852		06/20/2013	40.00
		KOP & BUFF DISPATCH OFFICE		4686		
101-265.000-801.000	CONTRACTUA	MANPOWER OF LANSING	70871		06/20/2013	278.75
		TEMP EMPLOYEES W/E 6/2/2013		25673391		
101-265.000-801.000	CONTRACTUA	MANPOWER OF LANSING	70871		06/20/2013	27.88
		TEMP EMPLOYEES W/E 6/9/13		25703966		
101-265.000-801.000	CONTRACTUA	CINTAS CORPORATION	70846		06/20/2013	20.00
		CINTAS RUGS FOR CITY HALL		351642332		
101-265.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	70875		06/20/2013	56.67
		JUNE 2013 GAS UTILITY		4614927-4 6/2013		
101-265.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	70875		06/20/2013	54.20
		JUNE 2013 GAS UTILITY		4609268-0 6/2013		
101-265.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES	70839		06/20/2013	1,824.15
		TELEPHONE SERVICE - APRIL 2013				
101-265.000-930.000	REPAIRS &	J.C. MECHANICAL SERVICES, LLC	70864		06/20/2013	464.00
		REPAIR COUNCIL CHAMBERS A/C		1578		
101-265.000-930.000	REPAIRS &	AMERICAN COPPER AND BRASS, LLC	70834		06/20/2013	24.00
		HALIDE LAMP		1322318		
101-265.000-930.000	REPAIRS &	GELZER & SON INC.	70855		06/20/2013	7.74
		ANCHORS/ROSE MENDOR		C53410		
101-265.000-930.000	REPAIRS &	GELZER & SON INC.	70855		06/20/2013	9.47
		ANCHORS		A32483		
101-265.000-930.000	REPAIRS &	GELZER & SON INC.	70855		06/20/2013	5.19
		ANCHORS		C54406		
101-265.000-930.000	REPAIRS &	GELZER & SON INC.	70855		06/20/2013	1.92
		ELECTRICAL		C54080		
Total BUILDING AND GROUNDS						2,983.70
Dept: CEMETERIES						
101-276.000-801.000	CONTRACTUA	ABS RENTAL SERVICES, LLC.	70832		06/20/2013	160.00
		PORTABLE RESTROOM RENTAL		5591		

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Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: CEMETERIES						
101-276.000-801.000	CONTRACTUA	MANPOWER OF LANSING	70871		06/20/2013	22.30
		TEMP EMPLOYEES W/E 6/2/2013		25673391		
101-276.000-801.000	CONTRACTUA	MANPOWER OF LANSING	70871		06/20/2013	39.03
		TEMP EMPLOYEES W/E 6/9/13		25703966		
101-276.000-801.000	CONTRACTUA	CRAIG WICKHAM	70849		06/20/2013	900.00
		TREE REMOVALS & TRIMMING				
101-276.000-801.000	CONTRACTUA	CRAIG WICKHAM	70849		06/20/2013	1,350.00
		TREE REMOVALS & TRIMMING				
Total CEMETERIES						2,471.33
Dept: AIRPORT						
101-295.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	70858		06/20/2013	10.10
		WATER		52697		
Total AIRPORT						10.10
Dept: POLICE DEPARTMENT						
101-301.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	70838		06/20/2013	1,244.43
		HEALTH INS. JULY 2013		7003454/002 7/2013		
101-301.000-726.000	SUPPLIES	CITY OF HILLSDALE	70847		06/20/2013	8.75
		PETTY CASH				
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	50.04
		PENS/BINDER CLIPS		192627		
101-301.000-726.000	SUPPLIES	MICHIGAN DEPT OF STATE	70874		06/20/2013	13.00
		SUPPRESSED PLATE/TAB RENEWAL				
101-301.000-742.000	CLOTHING /	SUD-Z DRY CLEANERS	70896		06/20/2013	157.28
		DRY CLEANING		SU1747 5/2013		
101-301.000-801.000	CONTRACTUA	CURRENT OFFICE SOLUTIONS	70850		06/20/2013	8.21
		COS LEASE PER AGREEMENT		238554		
101-301.000-801.000	CONTRACTUA	HILLSDALE COUNTY SHERIFF'S DEP	70859		06/20/2013	100.00
		ANNUAL RANGE FEE				
101-301.000-925.000	TELEPHONE	SPRINT	70892		06/20/2013	62.91
		CELL PHONE SERVICE 6/2013		548517219-068		
101-301.000-930.000	REPAIRS &	CITY OF HILLSDALE	70847		06/20/2013	27.10
		PETTY CASH				
Total POLICE DEPARTMENT						1,671.72
Dept: FIRE DEPARTMENT						
101-336.000-726.000	SUPPLIES	BEAVER RESEARCH COMPANY	70836		06/20/2013	72.45
		ENZY TABS/CAR WASH SOAP		196338		
101-336.000-726.000	SUPPLIES	CITY OF HILLSDALE	70847		06/20/2013	9.50
		PETTY CASH				
101-336.000-726.000	SUPPLIES	MARKET HOUSE	70872		06/20/2013	11.97
		WATER FOR TRAINING		84446		
101-336.000-726.000	SUPPLIES	NONIK TECHNOLOGIES, INC.	70879		06/20/2013	601.54
		FIRE DPT WIRELESS		5307		
101-336.000-726.000	SUPPLIES	TOM'S SMALL ENGINE REPAIR	70899		06/20/2013	20.16
		CHISEL CHAIN		24116		
101-336.000-726.000	SUPPLIES	VISA	70830		06/20/2013	749.99
		AIR COMPRESSOR-FIRE		#####0531		
101-336.000-726.000	SUPPLIES	W.S. DARLEY & CO.	70903		06/20/2013	77.00
		AIR MASKS		17070612		
101-336.000-730.000	VEH./EQUIP	BEAVER RESEARCH COMPANY	70836		06/20/2013	80.00
		ENZY TABS/CAR WASH SOAP		196338		
101-336.000-740.000	FUEL AND L	CITY OF HILLSDALE	70847		06/20/2013	40.00
		PETTY CASH				
101-336.000-740.000	FUEL AND L	WATKINS OIL COMPANY	70904		06/20/2013	397.86
		FLEET FUEL - MAY 2013				
101-336.000-742.000	CLOTHING /	SKIPPY'S STICKERS	70890		06/20/2013	64.00
		T-SHIRTS		1023		
101-336.000-801.000	CONTRACTUA	CINTAS CORPORATION	70846		06/20/2013	5.71
		CONTRACTUAL LINEN SERVICE		351641079		
101-336.000-801.000	CONTRACTUA	CINTAS CORPORATION	70846		06/20/2013	13.40
		CONTRACTUAL LINEN SERVICE		351641695		
101-336.000-861.000	TRAINING &	MICHIGAN ASSOC. OF FIRE CHIEF	70873		06/20/2013	200.00
		REGISTRATION FEE C. GUTOWSKI				
101-336.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	70875		06/20/2013	117.47
		GAS UTILITIES		4609908-1 6/2013		
Total FIRE DEPARTMENT						2,461.05
Dept: PLANNING DEPARTMENT						

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: PLANNING DEPARTMENT							
101-400.000-810.000	DUES AND S		PLANNING & ZONING CENTER, INC. Annual Subscription	70883		06/20/2013	185.00
Total PLANNING DEPARTMENT							185.00
Dept: PUBLIC SERVICES DEPARTMENT							
101-441.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE WATER	70858	52697	06/20/2013	14.85
101-441.000-726.000	SUPPLIES		FASTENAL EAR PLUGS	70853	MIJON43535	06/20/2013	35.27
101-441.000-726.000	SUPPLIES		GELZER & SON INC. SAWZALL BLADES	70855		06/20/2013	12.99
101-441.000-726.000	SUPPLIES		KSS ENTERPRISES PAPER/CLEANING SUPPLIES	70869	829601	06/20/2013	115.29
101-441.000-742.000	CLOTHING /		CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641087	06/20/2013	49.54
101-441.000-742.000	CLOTHING /		CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641701	06/20/2013	49.54
101-441.000-801.000	CONTRACTUA		CURRENT OFFICE SOLUTIONS COS LEASE PER AGREEMENT	70850	238554	06/20/2013	125.98
101-441.000-801.000	CONTRACTUA		SPRINT CELL PHONE SERVICE 6/2013	70892	548517219-068	06/20/2013	40.91
101-441.000-801.000	CONTRACTUA		BRODBECKS, LLC COMPOST WINDROWS TURNING	70841	2379	06/20/2013	1,922.00
101-441.000-801.000	CONTRACTUA		BRODBECKS, LLC COMPOST WINDROWS TURNING	70841	2382	06/20/2013	2,034.00
101-441.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641087	06/20/2013	35.86
101-441.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641701	06/20/2013	35.86
101-441.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/2/2013	70871	25673391	06/20/2013	278.75
101-441.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	323.35
101-441.000-801.000	CONTRACTUA		USA MOBILITY WIRELESS, INC. PAGER RENTAL - DPS	70902	W7385433F	06/20/2013	18.67
101-441.000-860.000	TRANSPORTA		EUGENE GOODLOCK MILIAGE, MEAL REIMBURSEMENT	70857		06/20/2013	135.86
101-441.000-862.000	LODGING AN		EUGENE GOODLOCK MILIAGE, MEAL REIMBURSEMENT	70857		06/20/2013	20.74
101-441.000-920.000	UTILITIES		MICHIGAN GAS UTILITIES 5/2013 GAS UTILITY - DPS	70875	4614348-3 5/2013	06/20/2013	32.48
101-441.000-955.517	MISC - SOL		HILLSDALE TRANSFER STATION COUPONS FOR MAY 2013	70863	2724	06/20/2013	637.50
Total PUBLIC SERVICES DEPARTMENT							5,919.44
Dept: PARKS							
101-756.000-726.000	SUPPLIES		GELZER & SON INC. OUTDOOR CORD	70855	C53085	06/20/2013	7.99
101-756.000-726.000	SUPPLIES		GELZER & SON INC. KEYS FOR SANDY BEACH	70855	C53418	06/20/2013	5.97
101-756.000-726.000	SUPPLIES		GELZER & SON INC. BRUSH/FCT AERATOR	70855	A31364	06/20/2013	6.58
101-756.000-726.000	SUPPLIES		GELZER & SON INC. DUST PAN/BROOM/ SPRY BOTTLE	70855	A31281	06/20/2013	47.82
101-756.000-726.000	SUPPLIES		JONESVILLE LUMBER SNAP END CAP/TEE, CEMENT BLOCK	70867	655594	06/20/2013	64.44
101-756.000-726.000	SUPPLIES		KSS ENTERPRISES PAPER/CLEANING SUPPLIES	70869	829601	06/20/2013	208.68
101-756.000-726.000	SUPPLIES		SPRATT'S CYLINDER FOR SANDY BEACH	70891	151030	06/20/2013	110.00
101-756.000-726.000	SUPPLIES		JOHN DEERE LANDSCAPES SPRINKLER HEADS FOR FOD	70866	69840274	06/20/2013	49.18
101-756.000-801.000	CONTRACTUA		CERTIFIED MAINTENANCE RESTROOM CLEANING @ FOD	70844	H415131	06/20/2013	132.00
101-756.000-801.000	CONTRACTUA		ABS RENTAL SERVICES, LLC. PORTABLE RESTROOM RENTAL	70832	5591	06/20/2013	480.00
101-756.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/2/2013	70871	25673391	06/20/2013	167.25
101-756.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	256.45

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Fund: GENERAL FUND						
Dept: PARKS						
101-756.000-801.000	CONTRACTUA	RYAN & BRADSHAW REPAIRS @ F.O.D.	70888	46353	06/20/2013	526.00
101-756.000-930.000	REPAIRS &	KSS ENTERPRISES PAPER/CLEANING SUPPLIES	70869	829601	06/20/2013	149.70
101-756.000-930.000	REPAIRS &	PERFORMANCE AUTOMOTIVE SAND BLAST BUCKET ON #21	70882	1065339	06/20/2013	23.98
101-756.000-930.000	REPAIRS &	PERFORMANCE AUTOMOTIVE BEARINGS	70882	1065154	06/20/2013	116.96
101-756.000-930.000	REPAIRS &	WHITES WELDING SERVICE 1 9/16 SHAFT	70906	79624	06/20/2013	27.00
				Total PARKS		2,380.00
				Fund Total		331,079.59
Fund: MAJOR ST./TRUNKLINE FUND						
Dept:						
202-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	3,926.40
				Total		3,926.40
Dept: STREET SURFACE						
202-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	55.75
				Total STREET SURFACE		55.75
Dept: TRUNKLINE SURFACE						
202-450.500-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/2/2013	70871	25673391	06/20/2013	5.58
				Total TRUNKLINE SURFACE		5.58
Dept: R.O.W. MAINTENANCE						
202-460.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/2/2013	70871	25673391	06/20/2013	44.60
202-460.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	78.05
				Total R.O.W. MAINTENANCE		122.65
Dept: TREES						
202-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE REMOVALS & TRIMMING	70849		06/20/2013	100.00
202-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE REMOVALS & TRIMMING	70849		06/20/2013	2,650.00
				Total TREES		2,750.00
Dept: DRAINAGE						
202-480.000-726.000	SUPPLIES	ST. REGIS CULVERT, INC. 18" GALV. SPIRAL CULVERT 20 FT	70893	95742	06/20/2013	119.10
				Total DRAINAGE		119.10
				Fund Total		6,979.48
Fund: LOCAL ST. FUND						
Dept:						
203-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	1,788.50
				Total		1,788.50
Dept: STREET SURFACE						
203-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	105.92
				Total STREET SURFACE		105.92
Dept: TREES						
203-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE REMOVALS & TRIMMING	70849		06/20/2013	940.00
203-470.000-801.000	CONTRACTUA	LONNIE MILLER EMERGENCY TREE REMOVAL	70876	LM-060513	06/20/2013	1,000.00
203-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE REMOVALS & TRIMMING	70849		06/20/2013	2,850.00

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Fund: LOCAL ST. FUND Dept: TREES						
Total TREES						4,790.00
Fund Total						6,684.42
Fund: RECREATION FUND Dept:						
208-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INS. JULY 2013	70838	7003454/002 7/2013	06/20/2013	995.55
208-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	4,094.27
Total						5,089.82
Dept: RECREATION DEPARTMENT						
208-751.000-726.000	SUPPLIES	BILL MULLALY REIMBURSEMENT FOR FEILD CHALK	70877		06/20/2013	160.00
208-751.000-726.000	SUPPLIES	SCP, CORP 2013 BASEBALL UNIFORMS	70889	3035296	06/20/2013	2,456.13
208-751.000-726.000	SUPPLIES	TEAM SPORTS, INC. WOMEN'S VOLLEYBALLS	70898	24584	06/20/2013	270.00
208-751.000-726.006	CONCESSION	CITY OF HILLSDALE PETTY CASH	70847		06/20/2013	49.58
208-751.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES TELEPHONE SERVICE - APRIL 2013	70839		06/20/2013	85.73
Total RECREATION DEPARTMENT						3,021.44
Fund Total						8,111.26
Fund: LIBRARY FUND Dept:						
271-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INS. JULY 2013	70838	7003454/002 7/2013	06/20/2013	995.55
271-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	5,240.64
Total						6,236.19
Dept: LIBRARY						
271-790.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS Cleaning Supplies	70850	418536	06/20/2013	200.18
271-790.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER	70858	52697	06/20/2013	10.10
271-790.000-734.000	POSTAGE	CITY OF HILLSDALE PETTY CASH	70847		06/20/2013	6.15
271-790.000-801.000	CONTRACTUA	CINTAS CORPORATION Library Mats	70846	351641081	06/20/2013	28.66
271-790.000-801.000	CONTRACTUA	UNIQUE MANAGEMENT SRVS., INC. UMS May Collection Entries	70900	222861	06/20/2013	49.75
271-790.000-860.000	TRANSPORTA	CITY OF HILLSDALE PETTY CASH	70847		06/20/2013	10.82
271-790.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES TELEPHONE SERVICE - APRIL 2013	70839		06/20/2013	387.34
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY June Adult Book Order	70835	2028259678	06/20/2013	46.78
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY May 2013 Adult book order	70835	2028235891	06/20/2013	67.97
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY May 2013 Adult book order	70835	2028259677	06/20/2013	16.34
271-790.000-982.000	BOOKS	CENTER POINT LARGE PRINT STANDING ORDER RENEWAL FOR PLA	70843	1102908	06/20/2013	532.08
271-790.000-982.000	BOOKS	RANDOM HOUSE, INC. Fall BOT order	70887	1087225908	06/20/2013	71.25
271-790.000-982.000	BOOKS	RANDOM HOUSE, INC. Spring BOT Order	70887	1087170821	06/20/2013	30.00
271-790.000-982.001	BOOKS - FR	BAKER & TAYLOR COMPANY 2nd Donation Book Order	70835	2028235937	06/20/2013	25.95
271-790.000-982.001	BOOKS - FR	BAKER & TAYLOR COMPANY Book Donation Order	70835	2028235936	06/20/2013	9.37
271-790.000-982.001	BOOKS - FR	CINDY WEBB Refund of Lost Book Payment	70905		06/20/2013	20.95

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Fund: LIBRARY FUND						
Dept: LIBRARY						
Total LIBRARY						1,513.69
Dept: LIBRARY - CHILDREN'S AREA						
271-792.000-726.010	SUPPLIES-S	UPSTART Summer Reading Shirts	70901	4989821	06/20/2013	73.06
271-792.000-982.000	BOOKS	BAKER & TAYLOR COMPANY March Books - Children	70835	2028235890	06/20/2013	9.45
271-792.000-982.000	BOOKS	THE BOOK FARM, INC. Books & Puppets	70840	30030	06/20/2013	31.91
271-792.000-982.000	BOOKS	THE BOOK FARM, INC. Books & Puppets	70840	29977	06/20/2013	50.96
Total LIBRARY - CHILDREN'S AREA						165.38
Fund Total						7,915.26
Fund: CAPITAL IMPROVEMENT FUND						
Dept:						
401-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	83.60
Total						83.60
Dept: CEMETERIES						
401-276.000-801.000	CONTRACTUA	HILLSDALE DAILY NEWS PUB NOTICE-BID/COLUMBARIUM	70861	82046	06/20/2013	100.00
Total CEMETERIES						100.00
Fund Total						183.60
Fund: FIELDS OF DREAMS						
Dept:						
408-000.000-692.408	OTHER REVE	CERTIFIED MAINTENANCE RESTROOM CLEANING @ FOD	70844	H522131	06/20/2013	135.00
Total						135.00
Fund Total						135.00
Fund: STOCK'S PARK						
Dept: PARKS						
409-756.000-801.000	CONTRACTUA	CORY CHAMPION SUMMER CONCERT SERIES 6/25/13	70845		06/20/2013	300.00
Total PARKS						300.00
Fund Total						300.00
Fund: LIBRARY IMPROVEMENT FUND						
Dept: LIBRARY						
471-790.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS CHAIRS FOR MITCHELL BLDG 2-FLR	70850	190857	06/20/2013	979.93
Total LIBRARY						979.93
Fund Total						979.93
Fund: DIAL-A-RIDE FUND						
Dept:						
588-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INSURANCE JULY 2013	70838	7003454/006 7/2013	06/20/2013	2,368.46
588-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INS. JULY 2013	70838	7003454/002 7/2013	06/20/2013	995.55
588-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	5,723.13
Total						9,087.14
Dept: DIAL-A-RIDE						
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER	70858	52702	06/20/2013	9.50

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Fund: DIAL-A-RIDE FUND						
Dept: DIAL-A-RIDE						
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER	70858	52697	06/20/2013	0.60
588-588.000-740.000	FUEL AND L	WATKINS OIL COMPANY FLEET FUEL - MAY 2013	70904		06/20/2013	2,917.60
588-588.000-801.000	CONTRACTUA	ADRIAN COMMUNICATIONS FFC LICENSE CONSTRUCTION MOD	70833	116652	06/20/2013	125.00
588-588.000-801.000	CONTRACTUA	CINTAS CORPORATION MATS FOR DART	70846	351641061	06/20/2013	55.35
588-588.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/2/2013	70871	25673391	06/20/2013	5.57
588-588.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 6/9/13	70871	25703966	06/20/2013	5.57
588-588.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES JUNE 2013 GAS UTILITY	70875	4611064-9 5/2013	06/20/2013	37.73
Total DIAL-A-RIDE						3,156.92
Fund Total						12,244.06
Fund: PUBLIC SERVICES INV. FUND						
Dept:						
633-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	149.39
Total						149.39
Dept: PUBLIC SERVICES INVENTORY						
633-233.000-726.000	SUPPLIES	DORNBOS SIGN & SAFETY INC SIGNS	70851	11497	06/20/2013	3,215.25
633-233.000-726.000	SUPPLIES	COMFORT ENTERPRISES INC. FRAMES, GRATES, BACKS, LIDS,	70848	166376	06/20/2013	3,580.02
Total PUBLIC SERVICES INVENTORY						6,795.27
Fund Total						6,944.66
Fund: REVOLVING MOBILE EQUIP. FUND						
Dept:						
640-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INSURANCE JULY 2013	70838	7003454/006 7/2013	06/20/2013	1,225.07
640-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INS. JULY 2013	70838	7003454/002 7/2013	06/20/2013	995.55
640-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	3,086.19
Total						5,306.81
Dept: MOBILE EQUIPMENT MAINTENANCE						
640-444.000-726.000	SUPPLIES	FASTENAL SANDING DISC	70853	MIJON43539	06/20/2013	21.18
640-444.000-726.000	SUPPLIES	FASTENAL SANDING DISC	70853	M,IJON43454	06/20/2013	66.53
640-444.000-726.000	SUPPLIES	JACKSON TRUCK SERVICE INC. FILTERS, LIGHTS, BRAKE CLEANER	70865	PC01238665:001	06/20/2013	86.64
640-444.000-726.000	SUPPLIES	JACKSON TRUCK SERVICE INC. FILTERS, BRAKE CLEANER	70865	PC01238904:001	06/20/2013	72.96
640-444.000-726.000	SUPPLIES	N.E.F.CO. REGULATOR KIT	70878	133150	06/20/2013	95.96
640-444.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE FACE SHIELD	70882	1065374	06/20/2013	26.29
640-444.000-726.000	SUPPLIES	SPRATT'S CONE,BEARINGS,BELT FOR #140	70891	151123	06/20/2013	20.00
640-444.000-726.000	SUPPLIES	SUPERIOR WELDING SUPPLY INC CYLINDER RENTAL,	70897	253715	06/20/2013	34.12
640-444.000-726.000	SUPPLIES	SUPERIOR WELDING SUPPLY INC CYLINDER RENTAL	70897	253771	06/20/2013	49.79
640-444.000-726.000	SUPPLIES	SUPERIOR WELDING SUPPLY INC CYLINDER RENTAL	70897	253842	06/20/2013	107.09
640-444.000-730.000	VEH./EQUIP	BECKER & SCRIVENS CONCRETE & ASPHALT BLADES	70837	61185	06/20/2013	175.00
640-444.000-730.000	VEH./EQUIP	FASTENAL HOSE CLAMPS	70853	MIJOHN43526	06/20/2013	14.18

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Fund: REVOLVING MOBILE EQUIP. FUND						
Dept: MOBILE EQUIPMENT MAINTENANCE						
640-444.000-730.000	VEH./EQUIP	GELZER & SON INC. PRIMER/ACETONE FOR #21.2	70855	A32122	06/20/2013	31.48
640-444.000-730.000	VEH./EQUIP	GELZER & SON INC. PIPE PLUGS	70855	A31236	06/20/2013	3.58
640-444.000-730.000	VEH./EQUIP	GODFREY BROTHERS, INC. FUEL PUMP FOR #51	70856	S66313	06/20/2013	73.54
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. FILTERS	70865	PC01128640:001	06/20/2013	12.81
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. FILTERS, LIGHTS, BRAKE CLEANER	70865	PC01238665:001	06/20/2013	47.51
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. FILTERS, BRAKE CLEANER	70865	PC01238904:001	06/20/2013	13.41
640-444.000-730.000	VEH./EQUIP	NORM'S TIRE SERVICE TIRES FOR #140	70880	60747	06/20/2013	147.98
640-444.000-730.000	VEH./EQUIP	NORM'S TIRE SERVICE TUBES FOR #51	70880	60526	06/20/2013	19.98
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE BELTS FOR #1	70882	1065680	06/20/2013	57.96
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE BELTS	70882	1065588	06/20/2013	13.48
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE TIRE RPR,	70882	1065330	06/20/2013	8.69
640-444.000-730.000	VEH./EQUIP	PRESSURE WASHERS DIRECT 2 PRESSURE WASHERS	70886	PWD566464	06/20/2013	348.63
640-444.000-730.000	VEH./EQUIP	SPRATT'S CONE,BEARINGS,BELT FOR #140	70891	151123	06/20/2013	225.80
640-444.000-730.000	VEH./EQUIP	STOOPS FREIGHTLINER-FREMONT REGULATOR, SWITCH	70895	6093976	06/20/2013	414.96
640-444.000-730.000	VEH./EQUIP	WHITES WELDING SERVICE 1/4 STEEL PLATE	70906	79617	06/20/2013	228.48
640-444.000-730.301	POLICE VEH	NORM'S TIRE SERVICE TIRES	70880	60671	06/20/2013	261.98
640-444.000-740.000	FUEL AND L	WATKINS OIL COMPANY FLEET FUEL - MAY 2013	70904		06/20/2013	4,592.45
640-444.000-740.301	FUEL AND L	WATKINS OIL COMPANY FLEET FUEL - MAY 2013	70904		06/20/2013	3,546.02
640-444.000-742.000	CLOTHING /	CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641087	06/20/2013	14.89
640-444.000-742.000	CLOTHING /	CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641701	06/20/2013	14.89
640-444.000-801.000	CONTRACTUA	CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641087	06/20/2013	22.87
640-444.000-801.000	CONTRACTUA	CINTAS CORPORATION RUGS/UNIFORMS - DPS	70846	351641701	06/20/2013	22.87
640-444.000-801.000	CONTRACTUA	SUPERIOR WELDING SUPPLY INC ARGON & OXYGE	70897	94802	06/20/2013	33.48
640-444.000-801.301	POLICE VEH	NORM'S TIRE SERVICE TIRE SERVICE - UNIT 2-9	70880	59931	06/20/2013	127.74
640-444.000-801.301	POLICE VEH	NORM'S TIRE SERVICE TIRE SERVICE - UNIT 2-2	70880	60632	06/20/2013	14.04
640-444.000-801.301	POLICE VEH	PARNEY'S CAR CARE SERVICE REPAIRS UNIT 2-9	70881	54075	06/20/2013	163.73
640-444.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES 5/2013 GAS UTILITY - DPS	70875	4614348-3 5/2013	06/20/2013	32.48
640-444.000-983.000	CAPITAL OU	PRESSURE WASHERS DIRECT 2 PRESSURE WASHERS	70886	PWD566464	06/20/2013	3,344.61
Total MOBILE EQUIPMENT MAINTENANCE						14,610.08
Fund Total						19,916.89
Fund: DPS LEAVE AND BENEFITS FUND						
Dept:						
699-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INSURANCE JULY 2013	70838	7003454/006 7/2013	06/20/2013	4,981.94
699-000.000-123.000	PREPAID EX	BLUE CROSS & BLUE SHIELD OF MI HEALTH INS. JULY 2013	70838	7003454/002 7/2013	06/20/2013	414.81
699-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL/FICA FOR 6/20/13	383		06/20/2013	302.56
Total						5,699.31

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Fund: DPS LEAVE AND BENEFITS FUND

Fund Total 5,699.31

Grand Total 407,173.46

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Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABS RENTAL SERVICES, LLC.	2866	PORTABLE RESTROOM RENTAL	640.00	0.00
ADRIAN COMMUNICATIONS	0406	FFC LICENSE CONSTRUCTION MOD	125.00	0.00
AMERICAN COPPER AND BRASS, LLC	2432	HALIDE LAMP	24.00	0.00
BAKER & TAYLOR COMPANY	0011	Book Donation Order	175.86	0.00
BEAVER RESEARCH COMPANY	2491	ENZY TABS/CAR WASH SOAP	152.45	0.00
BECKER & SCRIVENS	0378	CONCRETE & ASPHALT BLADES	175.00	0.00
BLUE CROSS & BLUE SHIELD OF MI	2013	HEALTH INS JULY 2013 FIRE DPT	38,491.04	0.00
BOARD OF PUBLIC UTILITIES	0013	TELEPHONE SERVICE - APRIL 2013	2,297.22	0.00
THE BOOK FARM, INC.	1124	Books & Puppets	82.87	0.00
BRODBECKS, LLC	0464	COMPOST WINDROWS TURNING	3,956.00	0.00
CDW-G COMPUTER CENTERS	2817	PRINTER CARTRIDGE	158.85	0.00
CENTER POINT LARGE PRINT	1294	STANDING ORDER RENEWAL FOR PLA	532.08	0.00
CERTIFIED MAINTENANCE	5455	RESTROOM CLEANING @ FOD	267.00	0.00
CORY CHAMPION	1546	SUMMER CONCERT SERIES 6/25/13	300.00	0.00
CINTAS CORPORATION	0020	CINTAS RUGS FOR CITY HALL	389.44	0.00
CITY OF HILLSDALE	0015	PETTY CASH	255.15	0.00
COMFORT ENTERPRISES INC.	0199	FRAMES, GRATES, BACKS, LIDS,	3,580.02	0.00
CRAIG WICKHAM	2218	TREE REMOVALS & TRIMMING	8,790.00	0.00
CURRENT OFFICE SOLUTIONS	0035	CHAIRS FOR MITCHELL BLDG 2-FLR	1,744.26	0.00
DORNBOS SIGN & SAFETY INC	2170	SIGNS	3,215.25	0.00
EAST 2 WEST ENTERPRISES, INC.	1299	MOP & BUFF DISPATCH OFFICE	40.00	0.00
FASTENAL	0538	SANDING DISC	137.16	0.00
FIFTH THIRD BANK	0733	CERTIFICATE OF DEPOSIT	0.00	200,000.00
GELZER & SON INC.	0027	PIPE PLUGS	166.14	0.00
GODFREY BROTHERS, INC.	2132	FUEL PUMP FOR #51	73.54	0.00
EUGENE GOODLOCK	0330	MILIAGE, MEAL REIMBURSEMENT	156.60	0.00
HEFFERNAN SOFT WATER SERVICE	3248	WATER	50.50	0.00
HILLSDALE COUNTY SHERIFF'S DEP	0621	ANNUAL RANGE FEE	100.00	0.00
HILLSDALE DAILY NEWS	0034	PUB NOTICE-BID/COLUMBARIUM	1,205.75	0.00
HILLSDALE POLICY GROUP, LTD.	1968	EDC DIRECTOR- MAY 2013	6,261.96	0.00
HILLSDALE TRANSFER STATION	1768	COUPONS FOR MAY 2013	637.50	0.00
J.C. MECHANICAL SERVICES, LLC	1642	REPAIR COUNCIL CHAMBERS A/C	464.00	0.00
JACKSON TRUCK SERVICE INC.	0086	FILTERS, BRAKE CLEANER	233.33	0.00
JOHN DEERE LANDSCAPES	0618	SPRINKLER HEADS FOR FOD	49.18	0.00
JONESVILLE LUMBER	2326	SNAP END CAP/TEE, CEMENT BLOCK	87.78	0.00
KREIS, ENDERLE HUDGINS &	1077	MTT AUTOZONE STORES	6,990.00	0.00
KSS ENTERPRISES	0255	PAPER/CLEANING SUPPLIES	473.67	0.00
LOREN & SHIRK	0043	LEGAL SERVICES FOR APRIL 2013	1,656.34	0.00
MANPOWER OF LANSING	3088	TEMP EMPLOYEES W/E 6/9/13	1,694.80	0.00
MARKET HOUSE	0164	WATER FOR TRAINING	11.97	0.00
MICHIGAN ASSOC. OF FIRE CHIEF	0245	REGISTRATION FEE C. GUTOWSKI	200.00	0.00
MICHIGAN DEPT OF STATE	0695	SUPPRESSED PLATE/TAB RENEWAL	13.00	0.00
MICHIGAN GAS UTILITIES	0081	JUNE 2013 GAS UTILITY	331.03	0.00
LONNIE MILLER	0575	EMERGENCY TREE REMOVAL	1,000.00	0.00
BILL MULLALY	3565	REIMBURSEMENT FOR FEILD CHALK	160.00	0.00
N.E.F.CO.	0422	REGULATOR KIT	95.96	0.00
NONIK TECHNOLOGIES, INC.	1392	FIRE DPT WIRELESS	601.54	0.00
NORM'S TIRE SERVICE	0277	TIRES	571.72	0.00
PARNEY'S CAR CARE	2412	SERVICE REPAIRS UNIT 2-9	163.73	0.00
PAYROLL ACCOUNT	0242	PAYROLL/FICA FOR 6/20/13	0.00	92,695.94
PERFORMANCE AUTOMOTIVE	0961	BEARINGS	247.36	0.00
PLANNING & ZONING CENTER, INC.	0436	Annual Subscription	185.00	0.00
HILLSDALE POSTMASTER	0055	POSTAGE STAMPS	559.00	0.00
POTTER, PC	6069	LEGAL SERVICES - POLICE	3,136.00	0.00
PRESSURE WASHERS DIRECT	1971	2 PRESSURE WASHERS	3,693.24	0.00
RANDOM HOUSE, INC.	1388	Spring BOT Order	101.25	0.00
RYAN & BRADSHAW	0056	REPAIRS @ F.O.D.	526.00	0.00
SCP, CORP	0547	2013 BASEBALL UNIFORMS	2,456.13	0.00
SKIPPY'S STICKERS	2179	T-SHIRTS	64.00	0.00
SPRATT'S	0088	CYLINDER FOR SANDY BEACH	355.80	0.00
STREET	1137	CELL PHONE SERVICE 6/2013	129.57	0.00
STEELE'S LEGIS CULVERT, INC.	2752	18" GALV. SPIRAL CULVERT 20 FT	119.10	0.00
STOCKHOUSE CORPORATION	0111	PAPER	140.67	0.00
STOOPS FREIGHTLINER-FREMONT	0472	REGULATOR, SWITCH	414.96	0.00
SUD-Z DRY CLEANERS	1067	DRY CLEANING	157.28	0.00
SUPERIOR WELDING SUPPLY INC	1136	CYLINDER RENTAL	224.48	0.00

VENDOR APPROVAL SUMMARY REPORT
JUNE 20, 2013

Date: 06/20/2013
Time: 5:02pm
Page: 2

Hillsdale City Offices

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
TEAM SPORTS, INC.	2646	WOMEN'S VOLLEYBALLS	270.00	0.00
TOM'S SMALL ENGINE REPAIR	0082	CHISEL CHAIN	20.16	0.00
UNIQUE MANAGEMENT SRVS., INC.	2095	UMS May Collection Entries	49.75	0.00
UPSTART	2761	Summer Reading Shirts	73.06	0.00
USA MOBILITY WIRELESS, INC.	0845	PAGER RENTAL - DPS	18.67	0.00
VISA	1154	AIR COMPRESSOR-FIRE	0.00	749.99
W.S. DARLEY & CO.	2378	AIR MASKS	77.00	0.00
WATKINS OIL COMPANY	2278	FLEET FUEL - MAY 2013	11,453.93	0.00
CINDY WEBB	1984	Refund of Lost Book Payment	20.95	0.00
WHITES WELDING SERVICE	2174	1/4 STEEL PLATE	255.48	0.00
Grand Total:			113,727.53	293,445.93

MINUTES
Economic Development Corporation
City of Hillsdale
April 18, 2013

MEETING CALLED TO ORDER: 7:35 A.M.

Members present: Marian Burlingham, David Loader, Dave Foulke, Gary Wolfram, Ed Sumnar, Barry Hill, Anne Fike, Dean Affholter, Victoria Bergen
Absent: Matt Granata

Also present: Mary Wolfram, Office of Economic Development
Kyle Smith, Planning and Zoning

Ed Sumnar serves as vice chair in absence of Matt Granata

- I. Consent Agenda:
 - a. February 21, 2013 minutes approved.
- II. Public Comment on Agenda Items:
 - a. Nick Roden- will present a concept for a sign for the Industrial Park
 - b. Mary introduces Kyle Smith, a new hire on city staff who will work on planning and zoning and start doing some staff work for this board taking over for part of Deb Sikorski's job.

Sign for Manufacturing and Technology Park is discussed first

- III. New Business
 - a. Cobra IFT request-
 - i. EDC Recommendation: New Worksheet- Linda asked Gary and Mary to come up with a new simpler scoresheet for determining the years granted for an IFT. They present a scoring rubric for act 198 industrial facilities tax exemption with little risk to city and little risk to other tax collecting units and includes a (De Minimis Alternative scoring). Part of the scoring sheet's purpose is to make companies realize it is important to participate in the community. EDC Board discusses scoring rubric and other suggestions for scoring: David Foulke suggests \$100,000 investment procures a 10 year IFT. Support added for the De Minimis Alternative. Marian asks if the EDC board wants to score all the IFT's. Board will discuss rationale between big, middle, and little companies in Hillsdale at next meeting. Ed Sumnar moves to approve Cobra for 12 years, Gary seconds. Vote approved unanimously.
 - b. Knox Ventures: Commercial Rehab Tax Exemption Request-
 - i. Commercial property functions under a different law than an IFT- if you do a rehab on your commercial property it freezes the value of the property at today's level- 10 years max- after 10 it goes up to the current property value- abatements should be an inducement for people to rehab things, etc.- if you do not give them a full 10 years

you have to include in the resolution why you did not- Deb's scoresheet came out with 8 years- Wolframs' scoresheet came out with 7 years- EDC board cannot recall seeing a Commerical Rehab Tax Exemption. Dean Affholter states that if we are trying to generate a welcoming community to new businesses the scoresheet gets in the way. Objective should be to welcome new businesses. Linda and city attorney have new businesses sign a contract that if they leave before abatement is up they have to pay back taxes. Mary would like EDC board to set a policy that the assumption is that we give them the 10 years unless there is a reason (major). Dean Affholter moves to approve the ten years. Ed Sumnar and Anne Fike seconds. Vote approve unanimously.

Board decides to talk about ISD Building and Trades program next due to time

c. Three Meadows

i. Real Estate Committee- passed over due to time

1. Minutes

ii. Business Attraction Policy-

Mary explains that EDC gave her directive to sell lots at Three Meadows. The attractive policy from December enabled her to give certificate to *At the Turn*, a new business to purchase a lot at Three Meadows for \$1. EDC needs to set a time limit for these businesses to have house plans done and bank loan set up. Need a contract that says the house will be built in a year.

iii. Ed Sumnar's Attraction Policy- passed over

iv. Intermediate School District (ISD) Building and Trade program-
Mary spoke with Mike Potts, head of ISD. They have chosen to build in other places other than Three Meadows because they are concerned the house wouldn't sell. Mary suggests we offer them a deal where they don't have to pay for the lot until the house sells. EDC board also suggests that we could sell the lots for half price. Board agrees that having another house out there would look good to potential customers. Barry Hill expresses concern over the amount of time it takes for the ISD program to build a house. ISD would buy 2 lots for each house. Since they have looked before and have decided not to build, there is no guarantee they would take the lot at a reduced price. Real Estate Committee should negotiate a price with ISD.

IV. Old Business

a. Vacant Buildings- passed over

b. Sign: Manufacturing & Technology Park (Nick Roden from Concepts Creative Marketing)

- i. Dean Affholter reports on two locations; since the city owns no land on M-99 both corners are owned by MDOT. EDC has put in a formal request to purchase a small parcel of land- 1- corner at the skating rink 2. corner that is now occupied of the Hillsdale Daily News across from chiropractor. The City did a title search on Lakeland motors and they do own the land and we can't get around the sight of line restrictions. Even though a location is not decided upon it would be good to move forward on the sign. Nick Roden presents his sales pitch. His sign is 6 ft. tall 8 ft. long, low maintenance, machined aluminum face, easy to care for and very durable. It is 2 sided, internally lit, lettering would light up and you can move them. The 2 poles do not need concrete, can sleeve them, cost is \$18,500 completely installed. All they would need would be the electrical hookup. *Option 2: a brick structure is suggested: Nick does not have brick layers that he works with so David Foulke could build the brick structure but you would need external lighting baked enamel finish on aluminum- (American Copper and Brass is built the same way). Brick is low maintenance but the external lighting could be expensive. Ed Sumnar suggests putting an arrow on the sign to define the entrance. Another suggestion is putting the words "Home of Hillsdale College" on the sign. *Option 3: put a brick base down and mount a sign like option 1 on top. Nick Roden departs the meeting at 8:09 a.m. EDC board agrees that the price seems very high for a sign at \$18,500. Dean Affholter will look for more options and pricing but try to keep it local. Mary will find out what lots are available through MDOT. Marian prefers the location on the American Credit Union corner. Barry Hill suggests telling MDOT that the EDC board is looking at the triangle piece of land in front of American Federal Credit Union. Gary Wolfram will ask Bruce Caswell to help us.

V. Economic Development Update: tabled due to lack of time

VI. General Public Comment:

ADJOURNMENT: Barry Hill moves to adjourn. Anne Fike seconds. Motion passes.
Meeting adjourned 9:20 a.m.

Next Meeting: Thursday, June 20, 2013 at 7:30 a.m.

Minutes of Operations and Governance Committee
June 17, 2013

The O & G (Operations and Governance) Committee met on Monday June 17, 2013 in the 2nd Floor Conference Room, City Hall. Present were: Mayor Doug Moon, City Manager Linda Brown, and Committee Members Brian Watkins and Ruth Brown. Committee Member Mary Wolfram was absent.

Mayor Moon had the following recommendations for appointments:

Board of Review:

Dave Burgee term ending February 2014

(to fill the term of James Hogan who moved out of the city)

Planning Commission:

Brian Watkins term ending November 2013

Brian moved acceptance of the Mayor's recommendations as stated above, and send to Council for approval. Ruth 2nd. Motion passed.

The next O & G meeting will be called as needed.

Meeting adjourned.

Respectfully submitted by Ruth Brown, Chair, O & G

Planning Commission Minutes

5/21/2013

I. Call to order 5:35 pm

Roll Call:

Present: Laura Smith, Amber Yoder, Linda Brown, Kerry Laycock, Chair Dave Williams

Absent: Doug Moon, James Pruitt

Others present: Kyle Smith

Commission moved to appoint K. Smith acting Secretary for recording.

II. Consent Items

Approval of minutes moved by L. Smith, Seconded by Laycock, passed unanimously.

Approval of agenda with the order of items VII (3) and (4) reversed made by Williams, Seconded by Smith, passed unanimously.

III. Old Business

1. Land Use plan review: Manager Brown indicated that Grant Boughman is reviewing land use plan and we have not heard back from him.
2. L. Smith wanted to explore multi-use zoning and regulation for obsolete land. The more available uses there are for land, the likelier it is to be used and increased in value.
 - a. Chairman Williams described the previous use of land along the St. Joseph river that had contaminated it. Before the land was public parkway, the railroad kept a coal gasification plant to fuel its trains, and this plant contaminated the groundwater. He noted that an energy company worker told him that the wellheads on the property are mostly clean and will be completely clean in a short time.
 - b. Chairman Williams also noted that the property might be valuable.
 - c. Brown noted that the DEQ and DNR want to remove it from a list of contaminated properties, and the city may want to revisit its use when this removal occurs.
3. Bylaws: Williams said we should send a memo to the mayor regarding the appointment of a surrogate in his place. City Manager and Mayor can appoint designees to PC, but cannot ignore their role on the Commission. After sifting through the Bylaws, some provisions were found to be inconsistent with itself. PC assigned staff to syphon through the bylaws and state law/city ordinances to achieve a simple and internally consistent set of bylaws for next meeting.
 - a. Laycock asked how the minutes are archived. Brown explained that they are in the Clerk's office. Brown also wanted to know if the workshop counted at mandatory training for Planning Commission. The Commission generally said yes, but one hour is still required to be a qualified PC member for each member. L. Smith said the training program sponsored by MSU is well worth the money and highly informative.
 - b. PC directed staff to make training part of PC orientation
4. Elections
 - a. Laycock moved to continue current officers
 - b. Smith Seconded
 - c. Voice vote passed unanimously.

IV. New Business

1. Hotel in B2

- a. Staff reported that a hotel in the B2 is not permitted, which may be a setback for establishing businesses in the Keefer House and other properties. Laycock said the issue should be taken to the Land Use Plan Review because there are no offers, bids, or options that would require rezoning currently. Williams said that the option of a hotel in B2 might be good in general.

Adjourned (motion Smith, second Brown) 7:00pm

Council Chambers
Hillsdale City Hall
97 N. Broad St.
Hillsdale, MI 49242

June 17, 2013
7:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL MINUTES

City of Hillsdale
Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Douglas Moon opened the meeting with the pledge of allegiance.

Roll Call

Mayor Douglas Moon called the meeting to order with the following Council members present: Council members Casey Sullivan and Brian Watkins representing Ward One; Council members Ruth Brown and Sally Kinney representing Ward Two; Council members Scott Sessions and Mary Wolfram representing Ward Three; and Council members William Arnold and Mary Beth Bail representing Ward 4.

Also present were City Manager Linda Brown, Deputy City Clerk Michelle Loren, City Attorney Lew Loren, Bonnie Tew, ~~Judy Buzo~~, Keith Richard, Rick Rose, Matt Durr (Hillsdale Daily News), Dave Williams, Eric Macy, Alexis Kozub, Jill Taylor, Emily Stack-Davis, Aimee England, Laura Smith, Keith Rushing, and Adam Stockford.

Approval of Agenda

City Manager Linda Brown requested additions to the agenda; Dave Williams of the Headwaters Recreational Authority under Communications/Petitions; New Business I – Budget Amendment; New Business J – BPU Water Protection Policy and Administrative Procedures (Resolution).

Motion by Councilperson Watkins, supported by Councilperson Sessions, to approve the June 17, 2013 Agenda as amended.

All ayes.

Motion carried.

Public Comment

Jill Taylor of County National Bank thanked City Manager Linda Brown and DPS Director Keith Richard among others for resolving issues with the Great American Parade route. She stated everyone was most agreeable and cooperative.

Laura Smith, 136 Hillcrest, addressed Council encouraging them not to give up on finding a solution to repair the City's streets.

Consent Agenda

The items listed in the Consent Agenda are considered to be routine by the City Council and the City Manager and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Councilmember. In this event, the item will be removed from the Consent Agenda and Council action will be taken separately on said item.

- A. Approval of Bills of June 6, 2013: Claims of \$56,754.66; Payroll of \$95,002.19.
- B. Committee Reports (Pending Approval):
 - 1. BPU Minutes of May 14, 2013 & June 11, 2013
 - 2. Finance Minutes of May 28, 2013 & June 10, 2013
- C. Council Minutes of May 20, 2013

Motion by Councilperson Sessions, supported by Councilperson Sullivan, to approve the Consent agenda as presented. Roll call: Councilpersons Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilperson Arnold – yes.

Approved 9-0.

Motion carried.

Communications

Dave Williams, Chair of Headwaters Recreational Authority, addressed Council regarding possible Headwaters project fundraising signs along the Baw Beese Trail. Mr. Williams stated this would be a great opportunity for the Authority to initiate interest in funding for the connectivity of trails throughout the greater Hillsdale area.

Introduction and Adoption of Ordinances/Public Hearings

- A. Cobra Moto, LLC Application for Industrial Facilities Tax Exemption (Public Hearing) & Cobra Moto, LLC Application for Industrial facilities Tax exemption (Public Hearing). City Manager Brown stated that, on May 3, 2013 Cobra Moto, LLC filed an Application for an Industrial Facilities Tax Exemption with the City Clerk's Office. The requested exemption was for new equipment costing \$35,313.00 to increase production (IFT-2013-Cobra-#3). City Manager Brown further stated that, on that same date, Cobra Moto, LLC filed a second application for an Industrial Facilities Tax exemption for new equipment costing \$140,301.00 to increase production (IFT-2013-Cobra-#2).

The Economic Development Committee met and recommended the exemption be granted on IFT-2013-Cobra-#3 for eleven (11) years and for IFT-2013-Cobra-#2 for six (6) years.

Mayor Moon opened the floor for public comment. There was no public comment.

Motion by Councilperson Sullivan, supported by Councilperson Watkins, to approve Resolution 3136, Industrial Facilities Tax Exemption for IFT-Cobra-#3 for a period of eleven (11) years and authorize the Mayor and Deputy Clerk's signatures. Roll Call: Councilpersons Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes.

Approved 9-0.

Motion carried.

Motion by Councilperson Sessions, supported by Councilperson Brown, to approve Resolution 3137, Industrial Facilities Tax Exemption for IFT-Cobra-#2 for a period of six (6) years and authorize the Mayor and Deputy Clerk's signatures. Roll Call: Councilpersons Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes.

Approved 9-0.

Motion carried.

Unfinished Business

None

- A. Code Enforcement – City Manager Linda Brown presented Council with a Code Enforcement update. Council discussed various properties and their status.

Old Business

None

New Business

- A. HBA Cruise-In Agreement for Use of Portion of Street. City Manager Linda Brown stated the Hillsdale Business Association (HBA) had requested permission to use certain streets in connection with its annual cruise-in scheduled for June 21, 2013.

Motion by Councilperson Brown, supported by Councilperson Sessions, to approve the HBA Cruise-In – Agreement for Use of Portion of Street. Roll Call; Councilpersons Session, - yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes.

Approved 9-0.

Motion carried.

- B. July 3rd Fireworks Display – City Manager Brown reported the All American Celebration Committee had once again requested permission to conduct its annual July 3 fireworks display at the Hillsdale County Fairgrounds. City Manager Brown requested Council approve the fireworks display and authorize the Mayor and Clerk's signatures on the required permit.

Motion by Councilperson Watkins, supported by Councilperson Sullivan, to approve the fireworks display and authorize the Mayor and Clerk's signatures on the required permit. Roll call: Councilpersons Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes.

Approved 9-0.

Motion carried.

- C. Great American Parade – City Manager Brown reported the annual Great American Parade was scheduled to commence at 3:00 p.m. on July 3, 2013 in conjunction with the All American Celebration. City Manager Brown requested Council approve the event and authorize the placement of barricades, signage and cones for safety reasons.

Motion by Councilperson Watkins, supported by Councilperson Bail, to approve the parade and authorize the placement of barricades, signage and cones for safety purposes. Roll call: Councilpersons Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes.

Approved 9-0.

Motion carried.

- D. Agreement for Use of Mrs. Stock's Park (Schneider)

Motion by Councilperson Sullivan, supported by Councilperson Wolfram, to approve the Agreement for Use of Park and authorize the Mayor and Clerk's signatures. Roll call: Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes.

Approved 9-0.

Motion carried.

- E. Agreement for Use of Mrs. Stock's Park (Lux)

Motion by Councilperson Watkins, supported by Councilperson Sessions, to approve the Agreement for Use of Park and authorize the Mayor and Clerk's signatures. Roll call: Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes.

Approved 9-0.

Motion carried.

- F. Agreement for Use of Mrs. Stock's Park (Anderson)

Motion by Councilperson Sullivan, supported by Councilperson Kinney, to approve the Agreement for Use of Park and authorize the Mayor and Clerk's signatures. Roll call: Councilpersons Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes.

Approved 9-0.

Motion carried.

G. Sale of Miscellaneous DPS Equipment – City Manager Brown stated that bids were recently solicited for the sale of miscellaneous DPS equipment resulting in four (4) bidders for various items. City Manager Brown recommended Council award the bids in accordance with the recommendation of DPS Director Keith Richard. And reject the remaining bids, also in accordance with his recommendation.

Motion by Councilperson Arnold, supported by Councilperson Sessions, to award the bids in accordance with the recommendation of DPS Director Keith Richard and reject the remaining bids, also in accordance with his recommendation. Roll call: Councilpersons Brown – yes; Kinney – yes; Sessions- yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes.

Approved 9-0.

Motion carried.

H. Obsolete Property Rehabilitation Act District (Set Public Hearing) – City Manager Linda Brown stated that after Council approved a contract with a third party administrator to apply for and oversee a MSHDA rental rehabilitation grant, it was later learned that a more favorable consideration of a grant application can be gained if the City made an effort toward some contribution as well. Creating an Obsolete Property Rehabilitation Act District and offering exemptions would constitute such a contribution on behalf of the City. City Manager Brown informed Council that this act provides a tax incentive to encourage the redevelopment of obsolete building into vibrant commercial and mixed-use projects. City Manager Brown recommended Council set a public hearing for July 15, 2013 at 7:00 p.m.

Motion by Councilperson Arnold, supported by Councilperson Session, to set a public hearing for July 15, 2013 at 7:00 p.m.

All ayes.

Motion carried.

I. Budget Amendment – City Manager Linda Brown reported she had received a memo from Finance Director Bonnie Tew that it is necessary to make adjustments to meet state and local legal requirements in connection with the budget. Ms. Tew indicated the need to transfer from the General Fund to the Capital Improvement Fund the amount of \$150,000.00 to be used for capital projects during the upcoming budget year. Ms. Tew also indicated the need to increase the budget for communications by \$8,000 from the General Fund balance.

Motion by Councilperson Brown, supported by Councilperson Watkins, to approve the requested amendments to the budget. Roll call: Councilpersons Kinney – yes; Sessions- yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes.

Approve 9-0.

Motion carried.

J. BPU Water Protection Policy and Administrative Procedures (Resolution) – City Manager Linda Brown gave an over view of the Water Protection Policy and Administrative Procedures and stated the Board had passed its resolution setting forth policies and administrative procedures to be used to protect the municipal water supply. City Manager Brown recommended Council pass Resolution 3138 Resolution to Set Forth Policies and Administrative Procedures.

Motion by Councilperson Watkins, supported by Councilperson Sullivan, to approve Resolution 3138. Roll call: Councilpersons Sessions- yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes.

Approved 9-0.

Motion carried.

- K. Award of Contract for Paving at DPS Facility – City Manager Linda Brown stated DPS had recently solicited and received bids for paving at the DPS facility. DPS Director Keith Richard made recommendation to award the bid to the lowest bidder, Belson Asphalt Paving, Inc. at a total maximum price of \$22,524.25.

Motion by Councilperson, supported by Councilperson Kinney, to award the DPS paving contract to Belson Asphalt Paving, Inc. in the amount of \$22,524.25. Roll call: Councilpersons Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes.

Approved 9-0.

Motion carried.

Appointments

O & G Chair Ruth Brown made recommendation on to Council on behalf of the O& G the following appointments:

Brian Watkins to Planning Commission as designee of Mayor – term expiring November 2013

Dave Burgee to Board of Review filling vacancy of James Hogan – term expiring November 2013.

Motion to approve appointments by Councilperson Sullivan, supported by Councilperson Watkins.

All ayes.

Motion carried.

Public Comment

None

Council Comment

Adjournment

Motion by Councilmember Sullivan, seconded by Councilmember Sessions, to adjourn.

Motion carried.

8:19 p.m.

Douglas Moon, Mayor

Michelle Loren, Deputy Clerk

CHANGE ORDER

No. 1

OWNER City of Hillsdale
 CONTRACTOR Jule Swartz & Sons
 Contract: -
 Project: Sandy Beach Septic System Improvements
 OWNER's Contract No. - ENGINEER's Project No. 811990
 ENGINEER Fleis & VandenBrink Engineering, Inc.

You are directed to make the following changes in the Contract Documents:
 Description:

Reason for Change Order:

1. Delete final site restoration from contract with City of Hillsdale to perform final restoration/grass establishment.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>33,225.27</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0</u>
Contract Price prior to this Change Order: \$ <u>33,225.27</u>
Net Increase (decrease) of this Change Order: \$ <u>(1,661.26)</u>
Contract Price Incorporating this Change Order: \$ <u>31,564.01</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial completion: <u>11-2-2012</u> Ready for final payment: <u>11-9-2012</u> (days or dates)
Net change from previously approved Change Orders No. <u>0</u> to <u>0</u> : Substantial completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial completion: <u>11-2-2012</u> Ready for final payment: <u>11-9-2012</u> (days or dates)
Net Increase (decrease) of this Change Order: Substantial completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times Incorporating this Change Order: Substantial Completion: <u>11-2-2012</u> Ready for final payment: <u>1-9-2012</u> (days or dates)

RECOMMENDED:
 By: [Signature]
 ENGINEER (Authorized Signature)
 Date: 6-18-2012

APPROVED:
 By: _____
 OWNER (Authorized Signature)
 Date: _____

ACCEPTED:
 By: _____
 CONTRACTOR (Authorized Signature)
 Date: _____

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #7: Introduction of Ordinances/Public Hearings

**Re: An Ordinance to Amend Article II of Chapter 24 of the
Code of the City of Hillsdale by Adding New Sections**

BACKGROUND:

As you know, the Rotary Club recently dedicated the improved beach house/concession stand at Sandy Beach. The swimming season has started and it is apparent that certain rules need to be in place to provide the users of the area a safe and enjoyable experience. Council previously authorized the preparation of an ordinance addressing the concerns. The City Attorney has prepared a proposed ordinance for that purpose and a copy is attached.

As you can see, the ordinance addresses parks in general with certain specificity regarding the Sandy Beach area.

The proposed ordinance includes language regarding the use of grills, barbeques and campfire, animals, bicycling, skateboarding, roller skating, etc., smoking and the use of tobacco products as well as parking restrictions.

RECOMMENDATION:

I recommend that Council receive the proposed ordinance and set a time for a public hearing on July 15, 2013 at 7:00 p.m. to allow public input regarding its passage.

ORDINANCE #-_____

AN ORDINANCE TO AMEND ARTICLE II OF CHAPTER 24
OF THE CODE OF THE CITY OF HILLSDALE BY ADDING NEW SECTIONS

THE CITY OF HILLSDALE ORDAINS that Article II of Chapter 24 should be and is hereby amended so as to add the following new sections:

Sec. 24-39. Grills, Barbecues, Campfires.

(a) No person shall start, maintain, or use an outdoor fire in any city park for any purpose whatsoever except as otherwise authorized in this section.

(b) No person shall start, maintain, or use an outdoor fire in any city park unless placed, maintained, and contained in a grill, barbecue, stove, or other freestanding metal vessel, device, or utensil and used solely for the purpose of cooking, heating, reheating, or otherwise preparing food or drink for consumption.

(c) Notwithstanding any provision contained in this section to the contrary, no person shall start, maintain, or use an outdoor fire on or within any portion of Sandy Beach Park for any purpose whatsoever, whether or not placed, maintained, and contained in a grill, barbecue, stove, or other freestanding metal vessel, device or utensil.

Sec. 24-40. Animals running at large; leash required.

(a) No person shall possess, permit or lead any animal, fowl, or reptile, whether leashed or not, in Sandy Beach Park.

(b) No person shall possess, permit or lead any animal, fowl, or reptile on or in any city park except when leashed; provided, however, that no person shall possess, permit or lead any animal, fowl, or reptile, whether leashed or not, in Sandy Beach Park at any time whatsoever.

(c) The prohibitions contained in this section, other than leashing requirements, do not apply to or prohibit the use of trained guide dogs, hearing dogs, signal dogs, mobility assistance dogs, seizure or medical alert dogs, psychiatric service dogs, or other dogs trained to provide assistance to persons with disabilities.

Sec. 24-41. Bicycling, Skateboarding, Roller Skating, and/or Roller Blading.

No person shall bicycle, skateboard, roller skate or roller blade on any concrete area within Sandy Beach Park at any time whatsoever.

Sec. 24-42. Smoking and the Use of Tobacco Products in City Parks.

(a) Definitions. As used in this section:

(1) *Smoking* or *smoke* means the carrying or use by a person of a lighted cigar, cigarette, pipe or other lighted smoking device.

(2) *Tobacco product* means a preparation of tobacco to be inhaled, chewed, sucked or placed in a person's mouth.

(b) Smoking and use of tobacco products limited to designated areas in public parks.

- (1) No person shall smoke or use tobacco products on the sand portions of the beach within Sandy Beach Park or in any other area on or within Sandy Beach Park, except in such smoking areas as the city manager, or his or her designee, might designate and identify with posted signs.
- (2) No person shall smoke or use tobacco products in any of the following public parks which are owned or operated by the City of Hillsdale, except in such smoking areas as the city manager, or his or her designee, might be designate and identify with posted signs.
- (3) No person shall dispose of any tobacco products, cigar or cigarette butts, tobacco ash or other tobacco products on or in beach areas or in any area of any city park except in a waste container provided for that purpose.
- (c) Except and unless areas in which smoking and the use of tobacco products may be used are designated and identified with posted signs, smoking and the use of tobacco products in city parks is prohibited.

Sec. 24-43. Parking Restrictions.

No person shall park or permit the parking of a motor vehicle on any road, on any grassy area or in any other area within any city park that is not designed for the parking of motor vehicles or that is otherwise posted and signed as a no parking area.

Sec. 24-44 Violations.

- (a) Any person who is convicted of violating section 24-32 of this article is guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 and costs of prosecution, or by imprisonment for a period of not more than 90 days, or both.
- (b) Any person who is found to have violated sections 24-33 through and including section 24-43 of this article, or any of them, is responsible for a municipal civil infraction and subject to the civil fines set forth in the schedule of civil fines in Section 20-33 of this Code and any other relief that may be imposed by the court. Each act of violation and each day upon which such violation occurs shall constitute a separate violation

Except as hereinbefore specifically amended, Article II of Chapter 24 of the Code of the City of Hillsdale and all sections contained therein are hereby ratified and affirmed.

This ordinance and/or a summary of its regulatory effect, its penalty provisions and its effective date shall be published within fifteen (15) days from the date of its passage as required by law.

Subject to said publication having occurred as above provided, this ordinance shall become effective fifteen (15) days from the date of its passage.

Passed at a regular meeting of the Council of the City of Hillsdale held on the ____ day of _____ 2013.

CITY OF HILLSDALE

By _____
Douglas Moon -- Mayor

By _____
Michelle Loren --Deputy Clerk

Date Proposed: _____
Date Published as Proposed: _____
Date Passed: _____
Date Published as Passed: _____
Effective Date: _____

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #10: New Business A – FAA Terms and Conditions for Airport Grants;
Approval of Contract 2013-0294 for Acquisition Costs

BACKGROUND:

At a recent Council meeting the acquisition of additional property to the north of the existing airport was approved. A portion of funding for that purchase was already under contract. I have now received the contract from MDOT for the remainder of the funding. The contract amount is \$131,000.00.

Periodically, FAA updates the Terms and Conditions of accepting grant funding. The most recent updates, while we are requested to sign them, are not really significant to the City other than to remain in compliance with the grant. The first modification simply brings current FAA's list of guideline documents. The second addresses the requirement to comply with certain financial reporting programs when invoicing. In the City's case, we do not get involved in the invoicing inasmuch as personnel at Aeronautics in Lansing does that for us.

RECOMMENDATION:

I recommend Council authorize the Mayor and Deputy Clerk's signatures on the contract for funding for the acquisition as well as on the Terms and Conditions of Accepting Grant Funding for Airport Improvements.

Taneja, Anu (MDOT)

From: Joyce.Henry@faa.gov
Sent: Tuesday, June 04, 2013 5:19 PM
To: Taneja, Anu (MDOT)
Cc: Diane.Morse@faa.gov; Steudle, Betsy (MDOT)
Subject: May 2013 Terms and Conditions
Attachments: Grant Terms and Conditions - May 2013 (06-04-13).pdf

Hello,

We, just today, were given new Terms and Conditions for accepting AIP grants. I have attached a pdf copy for your use. The advisory circulars (Page 27) were updated and para. I (Page 9) was included to cover the use of invoicing for payments.

In addition to the State signing these new terms and conditions, which will be included with your first grant this fiscal year, the new terms and conditions will also need to be signed by any airport sponsor before being given a subgrant by the State.

(See attached file: Grant Terms and Conditions - May 2013 (06-04-13).pdf)

Joyce

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
 - (a) Grant Recipient Requirements.
 - (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
 - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
 - (b) System User Access.
 - (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
 - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use In AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND
PFC APPROVED PROJECTS
Dated: 4/16/2013**

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities

Exhibit 1

Hillsdale Municipal Airport

Hillsdale, Michigan

B-26-0044-2313

FM-30-04-LAND

6/12/2013

	Federal	State	Local	Total
ADMINISTRATION	\$1,800	\$100	\$100	\$2,000
DEPARTMENT - AERO	\$1,800	\$100	\$100	\$2,000
LAND	\$116,100	\$6,450	\$6,450	\$129,000

Partial ALP/Exhibit A update and additional land acquisition costs for parcels 56, 57, 58, 59 including costs for parcels 60 and 61 (uneconomic remainder of parent parcel).

Parcel Cost (Estimate)	\$109,800	\$6,100	\$6,100	\$122,000
Relocation Assistance (est)	\$0	\$0	\$0	\$0
Closing Cost	\$3,600	\$200	\$200	\$4,000

Consultant Costs

Exhibit A Cost	\$2,700	\$150	\$150	\$3,000
Phase 1 ESA Cost	\$0	\$0	\$0	\$0
Consultant Expenses	\$0	\$0	\$0	\$0
Acquisition/Closing Cost	\$0	\$0	\$0	\$0
Appraisal Cost	\$0	\$0	\$0	\$0
Appraisal Review Cost	\$0	\$0	\$0	\$0
Relocation Cost	\$0	\$0	\$0	\$0
Demolition Cost	\$0	\$0	\$0	\$0
Title Costs	\$0	\$0	\$0	\$0
Exhibit X Cost	\$0	\$0	\$0	\$0
Survey Cost	\$0	\$0	\$0	\$0
Coordination Cost	\$0	\$0	\$0	\$0
Prelim Interview Cost	\$0	\$0	\$0	\$0
Miscellaneous Cost	\$0	\$0	\$0	\$0

Condemnation Attorney/Expert Witness	\$0	\$0	\$0	\$0
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DESIGN

CONSTRUCTION

CONTINGENCIES

Funding Contingencies	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$117,900	\$6,550	\$6,550	\$131,000

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #10: New Business B – S2 Grant Application – BPU - Resolution

BACKGROUND:

The State of Michigan, through the State Revolving Fund (SRF), has over \$18-million in grant money available to communities who would like to improve their sanitary sewer system. The BPU has recommended making application for funding for planning costs. Those costs have been identified for the BPU to be \$123,696 with a ten (10%) match. If a grant is awarded and projects are identified it is incumbent upon the applicant to complete the identified projects. That process would require an additional application at a later date.

BPU requested Jeff Pugh of Fleis & Vandenbrink Engineering to complete the application. The application, however, requires Council approval inasmuch as a Resolution authorizing the S2 Grant Agreement which, among other things, requires the City to enter into an agreement to repay the grant under certain conditions, and also determines the necessity to undertake the work anticipated in the grant application.

RECOMMENDATION:

While Mr. Pugh is not present tonight, two other representatives from Fleis & Vandenbrink are present and would be able to answer specific questions for Council. I recommend Council authorize the Mayor and Deputy Clerk's signatures on the application for the grant funding, as recommended by the BPU, and pass the attached Resolution.

Memo

To: Mayor and Council
From: Rick J. Rose
CC: City Manager
Date: 6/26/2013
Re: Resolution Approving S2 Grant Application

The State of Michigan S2 Grant program is set up to assist communities with engineering and planning costs for improvements to wastewater treatment and collection facilities. The program provides 90% of the costs to perform a wastewater system asset evaluation, a lift station & collection system capacity evaluation, a headworks toxicity evaluation.

These items will then be used to guide us to needed system improvements, which may be funded through issuance of bonds, the use of the State Revolving Loan Program, or the normal budget process. This grant application is for \$123,696, the BPU's match would be \$12,370, and the grant net would be \$111,327.

The wastewater system has served our community well over the years, but various components have been aging and in need of replacement or upgrade. The grant gives us the opportunity to get necessary future improvements identified at little cost to our residents and customers.

The Board has approved the S2 Grant application at its March meeting and we are requesting City Councils approval of the Resolution Authorizing the S2 Grant Agreement.

City _____ of Hillsdale
County of Hillsdale

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the Council of the City of Hillsdale
County of Hillsdale, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$111,327 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. System Manager (title of the designee's position), a position currently held by Nate Rusk (name of the designee), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

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

Michelle Loren

Name
____ City ____ of ____ Hillsdale, ____ Deputy, Clerk
____ City ____ of ____ Hillsdale ____ County of ____ Hillsdale ____



Michigan Finance Authority

STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____ County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant") within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII, Program Specific Requirements: S2 Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

Fax number

E-mail address

Federal ID number

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

GRANT INFORMATION:

Project Name:

Project #:

Amount of Grant: \$

Amount of Match: \$ (10% or more)

Project Total: \$ (grant plus match)

Start Date: End Date:

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging In Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial or executive branches or member of the Grantee's governing body, its employees, partner agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

XVI. CANCELLATION

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes - Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

SAMPLE

S2 Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____

Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Planning Costs	\$
2. Revenue System Development Costs	\$
3. Design Engineering Costs	\$
4. Eligible Cost Subtotal	\$
5. LESS (≥10%) Local Match	\$
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #10: New Business C – Capital Improvement Plan – Storm Water Master Plan

BACKGROUND:

Council previously requested the firm of Fleis & Vandenbrink prepare a Capital Improvement Plan – Storm Water Master Plan for use in making future decisions regarding street improvements. That plan is now complete and representatives from F&V will be at the meeting to present the findings and the completed plan.

RECOMMENDATION:

After a review of the plan, I recommend that Council officially adopt the plan for use in making street improvements in the future.

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #10: New Business D – Request to Host Air Show at Hillsdale Municipal Airport

BACKGROUND:

In a recent conversation with Airport Manager, James Sheibner, I became aware of a plan to hold a fundraising event at the City's airport. This prompted many questions regarding the propriety of doing so, at least in accordance with the plans which I had been made aware of. Accordingly, I requested the City Attorney consider the matter and render an opinion regarding the Airport Manager or Hillsdale Aero's ability to conduct such an event without the City's authorization.

I have enclosed a copy of that opinion for your review. As you can see, there are several concerns raised in connection with the event with one of the most significant being the potential exposure for liability inasmuch as it appears as though the City would not be protected under governmental immunity because the event is not a governmental function. Another concern raised during a conversation with the City Attorney and Mr. Sheibner was a concern that if one non-profit is allowed to conduct a fundraising event at the site, the City would need to make that same opportunity available to all non-profits, regardless of what their cause is.

Mr. Sheibner has provided a memo regarding the event and that document is enclosed along with a copy of the waiver from FAA which was granted to Crossroads Farms for the event. I noticed in that document a reference to a previous air show having been held at the Gratiot County Airport. I spoke with the Assistant Manager for that airport and asked about the details of the event. In that case, a non-profit corporation was formed by pilots, etc. with its stated purpose being aviation education and promotion. The funds raised were to promote aviation. The only charge that was made was for parking.

From the information provided by Mr. Sheibner, it appears that Crossroads has made an arrangement with the owner of one of the hangars located at the airport and situated on the property pursuant to a ground lease with the City. That owner has apparently agreed to allow Crossroads to use the hangar to hold some type of meal for fundraising purposes.

The event will require our airport facilities to be closed for approximately two (2) hours on that day and will also require the use of certain pieces of City-owned equipment to mark out the areas where a waiver has been issued for use of the airspace for the event.

As you know, even when experts are flying, there is always the possibility of an accident. It is for that possibility the City must protect the assets of the citizens of the City of Hillsdale.

RECOMMENDATION:

I recommend that Council review the information provided, inclusive of the City Attorney's opinion, and discuss the matter to determine:

1. Do you want to allow a non-profit to fundraise using publicly owned property?
2. Do you want to allow a non-profit to conduct events at a publicly owned airport regardless of whether its stated purpose is aviation related or not?
3. Do you want to allow an event which charges admission at a publicly owned facility?
4. Do you want to allow any and all proceeds of the event to be utilized by another organization?
5. Do you want to assume the liability even without the protection of governmental immunity?

There are many more aspects of the proposed event to be considered. However, inasmuch as I only learned about the event recently myself, I wanted to bring it to Council as soon as possible so that you have an opportunity to discuss the matter.

LOREN & SHIRK
ATTORNEYS AT LAW
P.O. BOX 246
HILLSDALE, MICHIGAN 49242

City Manager's Office

RECEIVED

Date 6/14/13

LEWIS I. LOREN
KEVIN G. SHIRK

91 SOUTH BROAD STREET
HILLSDALE, MICHIGAN
TELEPHONE (517) 439-1421

June 13, 2013

Linda Brown
Hillsdale City Manager
Hillsdale City Hall
Hillsdale, Michigan 49242

Re: Proposed Air Show

You have asked for my opinion as to whether James Scheibner (Scheibner), in his capacity as Hillsdale's airport manager, or Hillsdale Aero, in its capacity as fixed base operator at Hillsdale's airport, has the authority to promote, produce, and stage an airshow on the Hillsdale airport property utilizing Hillsdale airport facilities. In my opinion, absent a written authorization signed by Hillsdale's City Manager or such other person as Hillsdale's Council might authorize, the answer is, "No."

In his capacity as airport manager, Scheibner operates as an independent contractor. His duties under his agreement with the city are those that are specifically provided, which include, but are not limited to, the following: the performance of certain repair and maintenance functions; snow removal from public roadways, parking lots, runways, taxi strips, sidewalks, and other identified areas; and mowing grass and trimming shrubbery in identified areas. In addition, Scheibner is also obligated to:

- A. Operate said airport and its facilities in a manner that is consistent with generally accepted good airport management practices, including, but not limited to, those as might be or are recommended or required, now or in the future, by the Michigan Department of Transportation, the Federal Aviation Administration, or any other federal, state or local governmental unit, department or agency that now or hereafter has jurisdiction or authority over Hillsdale's airport, its facilities and/or operations conducted thereon, as well as all other applicable law, rules, and regulations now or hereafter promulgated and/or adopted;
- B. Maintain a current, up-to-date working knowledge of all applicable laws, rules and regulations regarding the operation and administration of Hillsdale's airport and its facilities and to abide by and comply with them in their entirety.
- C. Operate, hold open and provide the services contemplated by this agreement on each calendar date of the year during all daylight hours and at such other reasonable times as might be necessary to accommodate the service needs and interests of Hillsdale, users of said airport and its facilities with the exception of Thanksgiving and Christmas on which dates said airport facilities shall be closed to users of said airport and its facilities and the general public.

- D. Provide prompt, courteous and efficient service, as is necessary and adequate to meet the reasonable service needs and demands of those utilizing the airport and its facilities on a fair, equal and non-discriminatory basis;
- E. Provide for and enforce the proper security of the airport, its facilities and equipment.

There is no provision in Scheibner's agreement with the City authorizing him to promote, produce, or stage an airshow on the airport property, or to use any of the airport facilities for that purpose. More particularly, Scheibner is specifically denied authority to bind, commit or obligate Hillsdale to any payment, improvement, project, contract, undertaking, course of dealing, purchase or sale, whether involving real or personal property, and whether tangible or intangible; nor is Scheibner permitted to undertake any action or make any representation on behalf of Hillsdale or in its name, except as specifically authorized herein or by other written instrument signed by Hillsdale's City Manager or such other person as is authorized by Hillsdale's Council.

As to Hillsdale Aero, the City has granted it permission to operate a fixed base operator business, for profit, on Hillsdale's airport property and leased certain airport facilities to it for its use in conjunction with its business. As fixed base operator, Hillsdale Aero agreed to provide, among others things, the following products, facilities and/or services to those who use Hillsdale's airport, if otherwise permitted by applicable federal, state or local laws, rules or regulations:

- A. Hangars for the housing of aircraft and related equipment, said hangars to be available on a rental basis to the users thereof, provided, however, that Hillsdale Aero shall not erect or construct any hangars on Hillsdale's airport premises without Hillsdale's prior written consent and knowledge of agreement.
- B. An aircraft repair and maintenance shop utilizing appropriate parts that are acceptable in the industry for the purpose intended, and the services of competent aircraft mechanics and/or technicians who are properly trained, qualified and licensed;
- C. The sale of aviation fuel (Avgas) and jet fuel exclusively from and through Hillsdale's fuel farm to users of Hillsdale's airport on terms hereinafter provided, together with the sale of oil and other essential products and services necessary to the safe operation and maintenance of aircraft that are utilizing Hillsdale's airport and its facilities and/or the services of Scheibner's fixed base operator business;
- D. The sale of airplanes, airplane parts and accessories;
- E. Pilot training;
- F. Conference rooms.

There is no provision in Hillsdale Aero's agreement with the City authorizing it to promote, produce, or stage an airshow on the airport property, or to use any of the airport facilities for that purpose. More particularly, Hillsdale Aero is specifically denied authority to bind, commit or obligate Hillsdale to any payment, improvement, project, contract, undertaking, course of dealing, purchase or sale, whether involving real or personal property, and whether tangible or intangible; nor is Hillsdale Aero permitted to

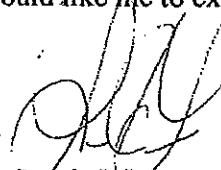
Ms. Linda Brown
June 13, 2013
Page 3

perform any action or make any representation on behalf of Hillsdale or in its name, except as specifically authorized herein or by other written instrument signed by Hillsdale's City Manager or such other person as is authorized by Hillsdale's Council

Whether the City authorized Scheibner, Hillsdale Aero, or both, to promote, produce, and stage an airshow on its airport property, the City of Hillsdale would have potential exposure to liability for bodily injury, including death, and property damage should any occur as a result. This is because governmental immunity might not and probably doesn't extend to such an activity, as it would not appear to be a governmental function.

Therefore, if the City is interested in authorizing Scheibner, Hillsdale Aero, or both, to promote, produce, and stage an airshow on its airport property, a written agreement would be necessary as a prerequisite. The agreement would have to spell out the relative obligations and rights of each party to the other and to the public, including, but not limited, provisions dealing with fees and charges, payment of expenses, and appropriate insurance provisions. Additionally, Scheibner, Hillsdale Aero, or both, would have to agree to indemnify, defend and hold Hillsdale harmless from any liability for any and all expenses, claims, causes of action, lawsuits, judgments, awards, appeals and all legal or other expenses of whatever kind or nature as might result from and/or arise out of and/or are caused by the operation of an airshow on Hillsdale's airport premises and/or the claimed and/or actual acts and/or omissions of them or either of them, their respective employees, agents, customers, patrons, invitees, or others.

If you have any further questions, or you would like me to expand my review and comments, please feel free to contact me. Thank you.



Lewis I. Loren

LIL/ccs

Linda,

On August 29 of 2012, there was an exploratory meeting held at the Hillsdale Municipal Airport. In attendance were myself, Doug and Dawn Routledge of Crossroads Farms (<http://crossroadsfarm.org/>), Mike and Al Shiffer of Shiffer's Aerial Service and David Folk of Kalamazoo, Michigan.

We were putting together the initial ideas for a short airshow to be held at the Hillsdale Municipal Airport on August 24 of 2013. The airshow would serve 2 main functions, a community event for the public to enjoy and also as the entertainment for the Crossroads Benefit Brunch, their annual fundraising event, which will be held in the large private hangar (leased) on the grounds.

Crossroads Farm is a non-profit community youth program that meets the needs of secondary students through offering student programming, a monthly coffee house night, positive adult role modeling, recreational activities and strong Judeo-Christian value training.

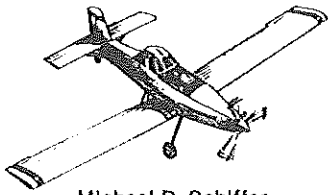
Mike, Al and David are experienced airshow organizers and pilots. They are well connected to the airshow industry and have recruited a few more of the colleagues to assist with this venture. Additionally, they have strong belief in Crossroads mission and are regular donors to their cause.

At the meeting and several since, most of the details for putting on an airshow have been gone through. FAA approval, insurance coverage (City, Hillsdale Aero, Crossroads Farms and the performers), layout plans, volunteers for parking and others are being worked through as we come up to the date. Per FAA regulations, the airshow would close the airport down for about a 2 hour window on that day. Before and after, operations would be normal and public would still have access to the facility throughout the day.

The show, featured as a tribute to the Veterans of America, will consist of at least six classic World War II aircraft, an airshow announcer, 3 food vendors and a huge viewing area set up for family's to bring their chairs and blankets to set up and watch the show. A small entrance fee (\$5) will help the organizers off-set their expenses for the airshow and could help them generate funds for their non-profit organization. The airshow organizers expect attendance for the show to be no less than two thousand spectators and could pull upwards of ten thousand airshow enthusiasts from all around tri-state area.

What is being asked of the City of Hillsdale, is to approve the use, and extend electric utility access for the 3 temporary food vendors on the grounds for the day. I have contacted Rick Rose and we're getting estimates around for the utility extension.

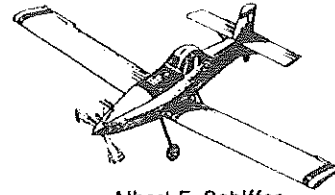
This show represents a rare and terrific opportunity for the City to allow a fun/family friendly event to the area and showcase the airport as a positive asset for the local community.



Michael D. Schlffer

**AL'S
AERIAL SPRAYING**
Spraying - Fertilizing - Seeding

3473 N. Shepardsville Rd.
Ovid, MI 48866
(989) 834-5067
Fax (989) 834-5098



Albert E. Schlffer

?????????

Efrain Arroyo, Manager
South Bend FSDO
5800 Nimitz Parkway
South Bend, IN 46628
574-245-4600

Mr. Arroyo,

The Crossroads Farm (loving the rural teenager) is a non-profit organization based in Hillsdale, Michigan. Doug and Dawn Routledge are the guiding force behind this program. Their ecumenical goal is to help very troubled teenagers in the rural setting become happy, healthy, productive adults. They have decided an airshow at the Hillsdale Airport will help them in their endeavors. My brother (Albert) and I have volunteered to help with their annual fund raiser. James Scheibner, the Hillsdale Airport Manager has also volunteered his services.


Following is a request for waiver for an Airshow at Hillsdale Municipal Airport (KYJM). This show will be a one day event on August 24, 2013. It will be featured as a tribute to the Veterans of America.

Do not hesitate to alert me of any suggestions you have for this waiver.

Michael D. Schlffer

No certificate may be issued unless a completed application form has been received (14 C.F.R. 91. 101. and 105).

<p>US Department of Transportation Federal Aviation Administration</p> <p>APPLICATION FOR CERTIFICATE OF WAIVER OR AUTHORIZATION</p>		From Approved: O.M.B. No.2120-0027 08/31/2008	
		APPLICANTS - DO NOT USE THESE SPACES	
		Region	Date
		Action <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved – "Explain under "Remarks"	
		Signature of authorized FAA representative	
INSTRUCTIONS			
<p>Submit this application in triplicate (3) to any FAA Flight Standards district office.</p> <p>Applicants requesting a Certificate of Waiver or Authorization for an aviation event must complete all the applicable items on this form and attach a properly marked 7.5 series Topographic Quadrangle Map(s), published by the U.S. Geological Survey (scale 1:24,000), of the proposed operating area. The map(s) must include scale depictions of the flightlines, showlines, race courses, and the location of the air event control point, Police dispatch, ambulance, and fire fighting equipment. The applicant may also wish to submit photographs and scale diagrams as supplemental material to assist in the FAA's evaluation of a particular site. Application for a Certificate of Waiver or Authorization must be submitted 45 days prior to the requested date of the event.</p> <p>Applicants requesting a Certificate of Waiver or Authorization for activities other than an aviation event will complete items 1 through 10 only and the certification, item 17, on the reverse.</p>			
1. Name of organization		2. Name of responsible person	
Crossroads Farm		Michael D. Schiffer	
3. Permanent mailing address	House number and street or route number	City	State and ZIP code
	3473 North Shepardsville	Ovid	MI 48866
Telephone No. 989-834-5067			
4. State whether the applicant or any of its principal officers/owners has an application for waiver pending at any other office of the FAA. The principal officers/owners of Gratiot Airshow, Inc, do not have a application of waiver pending at any other office of the FAA.			
5. State whether the applicant or any of its principal officers/owners has ever had its application for waiver denied or whether the FAA has ever withdrawn a waiver from the applicant or any of its principal officers/owners. No Principal of the Crossroads Farm has ever had its application for waiver denied nor has the FAA withdrawn a waiver from Crossroads Farm.			
6. FAR section and number to be waived 91.107(a), 91.117(a,b), 91.119(b,c), 91.121, 91.127(a,b), 91.155, 91.303(c,d,e), 91.515			
7. Detailed description of proposed operation (Attach supplement if needed) <div style="text-align: center;">SEE ATTACHED SUPPLEMENT</div>			
8. Area of operation (Location, altitudes, etc.) Gratiot Community Airport(AMN) Alma, MI 8,700 feet E-W by 4,400 feet N-S, AGL to 15,000 MSL, 43° 19.33'N, 084° 41.28'W, See Attachment			
August 24, 2013		August 24, 2013	
13:00		14:30	
10. Aircraft make and model (a)	Pilot's Name (b)	Certificate number and rating (c)	Home address (Street, City, State) (d)
	SEE ATTACHED SUPPLEMENT		

▶ ITEMS 11 THROUGH 16 TO BE FILLED OUT FOR AIR SHOW/AIR RACE WAIVER REQUESTS ONLY.				
11. The air event will be sponsored by:				
<div style="border: 1px solid black; display: inline-block; padding: 5px 20px;">Crossroads Farm</div>				
12. Permanent mailing address	House number and street or route number	City	State and ZIP code	Telephone No.
	5220 West Card Road	Reading	MI. 49274	517.283.3982
13. Policing (Describe provisions to be made for policing the event)				
SEE ATTACHED SUPPLEMENT				
14. Emergency facilities (Mark all that will be available at time and place of air event)				
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Physician <input type="checkbox"/> Ambulance </div> <div> <input type="checkbox"/> Fire truck <input type="checkbox"/> Crash wagon </div> <div> <input checked="" type="checkbox"/> Other - Specify <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">911</div> </div> </div>				
15. Air Traffic control (Describe method of controlling traffic, including provision for arrival and departure of scheduled aircraft)				
SEE ATTACHED SUPPLEMENT				
16. Schedule of Events (include arrival and departure of scheduled aircraft and other periods the airport maybe open)				
Hour (a)	Date (b)	Event (c)		
SEE ATTACHED SUPPLEMENT				
<i>If sufficient space is not available, the entire schedule of events may be submitted on separate sheets, in the order and manner indicated above</i>				
<div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 10px;">➤</div> <div> <p>Please Read</p> <p>The undersigned applicant accepts full responsibility for the strict observance of the terms of the Certificate of Waiver or Authorization, and understands that the authorization contained in such certificate will be strictly limited to the above described operation.</p> </div> </div>				
17. Certification - I CERTIFY that the foregoing statements are true.				
Date	Signature of Applicant			
12/20/2013				
Remarks				

ATTACHMENTS

Item 7. Detailed description of proposed operation

Crossroads Farm Airshow
2013
August, 24, 2013

This event is a one day air show. There will be acts as follows:

Air Show events as follows:

1. 13:00 Wildcat
13:12 Wildcat and Corsair Formation passes
2. 13:19 Corsair
3. 13:31 T-6 Formation
4. 13:51 Mustang
5. 13:13 T-6, Clyde Zeller
6. 14:25 Missing Man
14:30

Item 10.

- | | |
|---|--|
| (a) Aircraft Make and Model: | North American T-6, Chance Vought F4U Corsair, Boeing Stearman |
| (b) Pilot's Name: | Michael Schiffer |
| (c) Certificate number and rating: | Commercial, 3188318 |
| (d) Home address, (Street, City, State) | 3473 North Shepardsville Road
Ovid, MI 48866 |
| | |
| (a) Aircraft Make and Model: | North American T-6, Chance Vought F4U Corsair |
| (b) Pilot's Name: | David Folk |
| (c) Certificate number and rating: | Commercial, 2825139 |
| (d) Home address, (Street, City, State) | 5764 South 12th Street
Kalamazoo, MI 49024 |
| | |
| (a) Aircraft Make and Model: | North American T-6, Chance Vought F4U Corsair, Boeing Stearman |
| (b) Pilot's Name: | Albert E. Schiffer |
| (c) Certificate number and rating: | 2006546, Commercial |
| (d) Home address, (Street, City, State) | 3473 North Shepardsville Road
Ovid, MI 48866 |

(a) Aircraft Make and Model:	North American T-6, Boeing Stearman
(b) Pilot's Name:	Ralph E. Lutes
(c) Certificate number and rating:	# 2158864, ATP
(d) Home address, (Street, City, State)	8845 W 350 N Shipshewana, IN 46565
(a) Aircraft Make and Model:	North American T-6
(b) Pilot's Name:	Tom Adle
(c) Certificate number and rating:	Commercial, #378623260
(d) Home address, (Street, City, State)	2408 North Pingree Road Alma, MI 48801
(a) Aircraft Make and Model:	North American T-6
(b) Pilot's Name:	Dan Schiffer
(c) Certificate number and rating:	Commercial, 2107738
(d) Home address, (Street, City, State)	6381 Woodcliffe Lane East Lansing, MI 48823
(a) Aircraft Make and Model:	North American T-6
(b) Pilot's Name:	John Feldvary
(c) Certificate number and rating:	ATP #1955615
(d) Home address, (Street, City, State)	232 Patsway Jackson, MI 49203
(a) Aircraft Make and Model:	North American T-6
(b) Pilot's Name:	Bob Pingston
(c) Certificate number and rating:	Commercial #2237299
(d) Home address, (Street, City, State)	3949 East Beard Road Morrice, MI 48857
(a) Aircraft Make and Model:	North American P-51-D, Lockheed T-33, North American T-6 D, Chance Vought F4U Corsair,
(b) Pilot's Name:	Vlado Lenocho
(c) Certificate number and rating:	ATP #324420316
(d) Home address, (Street, City, State)	8101 Woodside Lane Burr Ridge, IL 60527
(a) Aircraft Make and Model:	Grumman FM-2 Wildcat
(b) Pilot's Name:	Michael Gillian
(c) Certificate number and rating:	#321407119 Commercial
(d) Home address, (Street, City, State)	760 86th Street Downers Grove, IL 60516

Item 13. Policing (Describe provisions to be made for policing the event)

Car parking at the Hillsdale Municipal Airport is as noted on the airport diagram. Available parking for 360 cars equates to about 900 people. Additionally the VIP area includes a parking ramp. The brown lines denote the current steel fencing. Snow fencing will be erected to establish the bulk of the crowd line. The VIP area will be roped off on the south side. Parking volunteers and ramp control is under the purview of James Scheibner, Airport Manager.

The aircraft parking area denoted in aqua will be sterile from the first engine start before the waived airspace time until the last show aircraft has landed and shut down. Again, this is under the purview of the airport manager.

Any accident in the crowd will be under the control of James Scheibner, Airport Manager.

Snow fence will secure the crowd line. Cones and ropes will delineate the VIP area.

Audio System for the Announcer!!

Our announcer is Dan Dantuma. Mr. Dantuma is a 12,000 hour pilot and flight instructor. Mr. Dantuma assisted the announcer at the Gratiot Community Airport in 2007 and 2012, the last two years the airshow took place.

Item 15. (Describe method of controlling traffic, including provision for arrival and departure of scheduled aircraft.)
There are no scheduled arrivals or departures at the Hillsdale Municipal (KYJM) airport. The airport will be NOTAMed closed Saturday, August 24th, 2013 from 13:00 to 14:30 EST.

Dave Folk is our air boss. Mr. Folk has been our airboss at the Gratiot Community Airport for the last two airshows held there, and is a pilot in the Navy Legacy Flight Team. Mr. Folk will also do the briefing on Saturday at 10:30 EDT

All airshow performers and the airboss will work the two frequencies purchased by Al's Aerial Spraying, LLC from Aviation Spectrum Resources, Inc. (ASRI). 130.65 will be the primary, and 129.7 will be the backup frequency. Any arrivals or departures will be at Air Boss's discretion. We will call flight service (1-800-992-7433) to close and open the airport.

Any accident in the waived airspace will be under the control of Dave Folk, the airboss.
Pre-arranged ground to air signals for radio outages:

- The two corners for the banana passes are land marks and easily distinguished.

- An Tractor will mark the 500 foot show line.

- An Truck will mark the thousand foot show line.

- Two radios will be on hand for the Air Boss should one fail

Radio Failure Procedures:

- Airshow performance finishes act and lands.

2. Truck circles on taxiway and runway
Stop show, land immediately
Truck Parked on Taxiway by runway:
Stop show, circle two miles north of the crowd

Item 16. Schedule of Events (include arrival and departure of scheduled aircraft and other periods the airport may be open)

Saturday, August 24th, 2013

Brief: 10:30 EDT

Airshow 13:00 EDT to 14:30 EDT

Saturday, August 24th, 2013

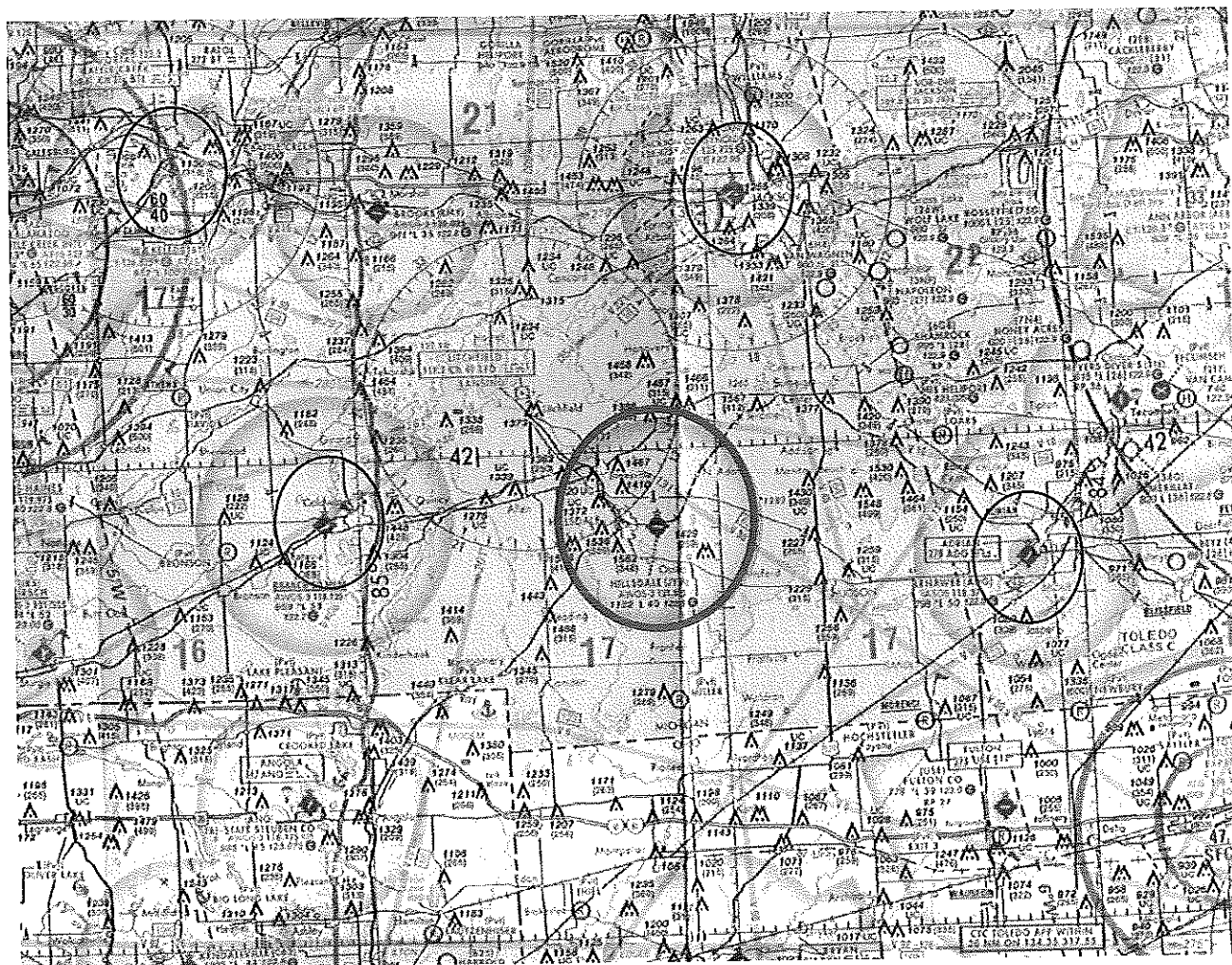
Brief: 10:30 EDT

Air Show events as follows:

1. 13:00 Wildcat
13:12 Wildcat and Corsair Formation passes
2. 13:19 Corsair
3. 13:31 T-6 Formation
4. 13:51 Mustang
5. 13:13 T-6, Clyde Zeller
6. 14:25 Missing Man
14:30

Local Chart
Alternate Airports:

W.K. Kellogg, Battle Creek (BTL)	126.825	Tower
Jackson County Airport (JXN)	128.475	Tower
Lenawee County (ADG)	122.8	Unicom
Branch County Memorial (MEM)	122.7	Unicom
Marshall, Brooks Airport (RMY)	122.8	Unicom



Crossroads Farm

BRIEFING CARD

Hillsdale

KJYM

Show Boss

Dave Folk

Frequency: MAIN

130.65

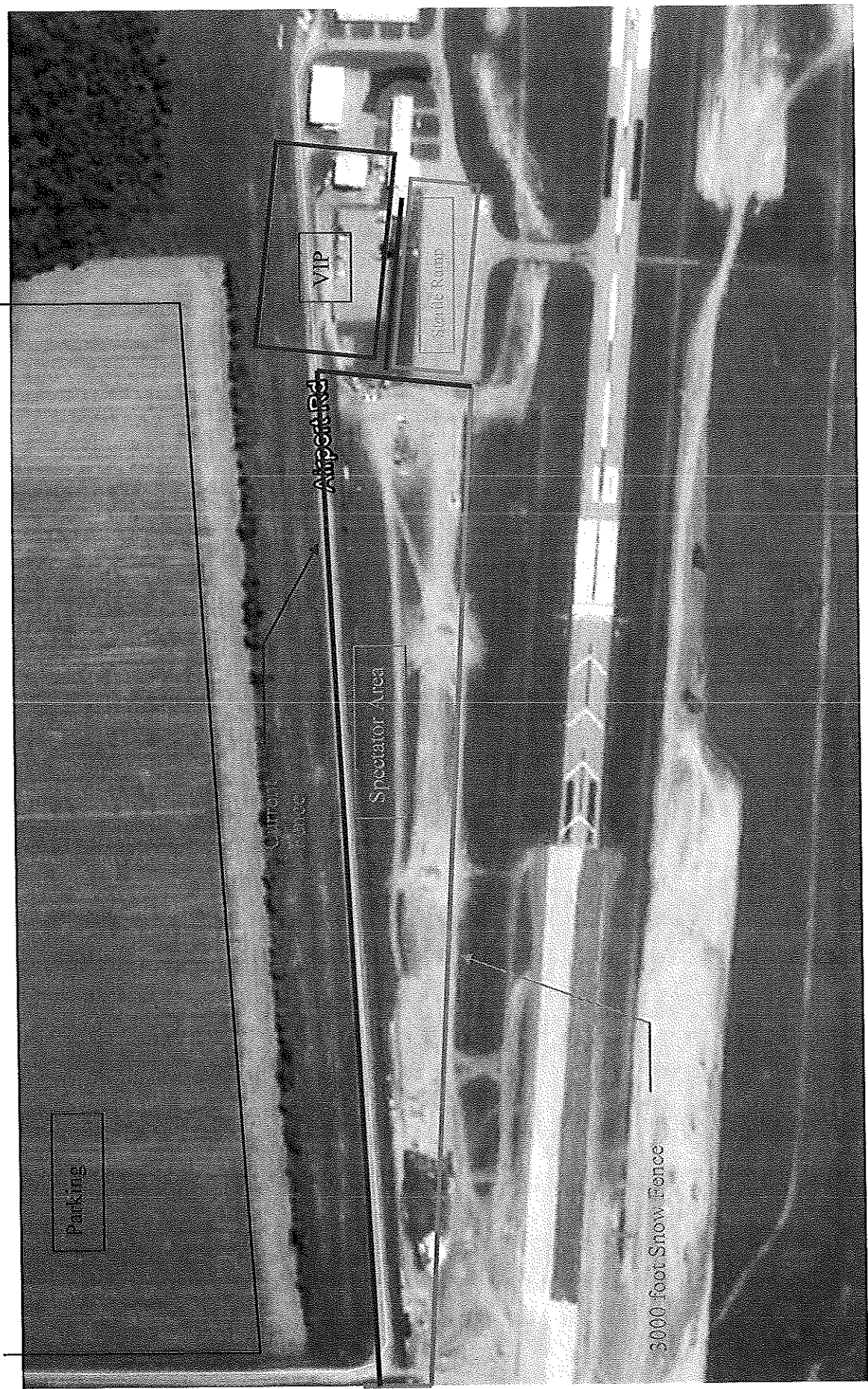
Frequency: BACKUP

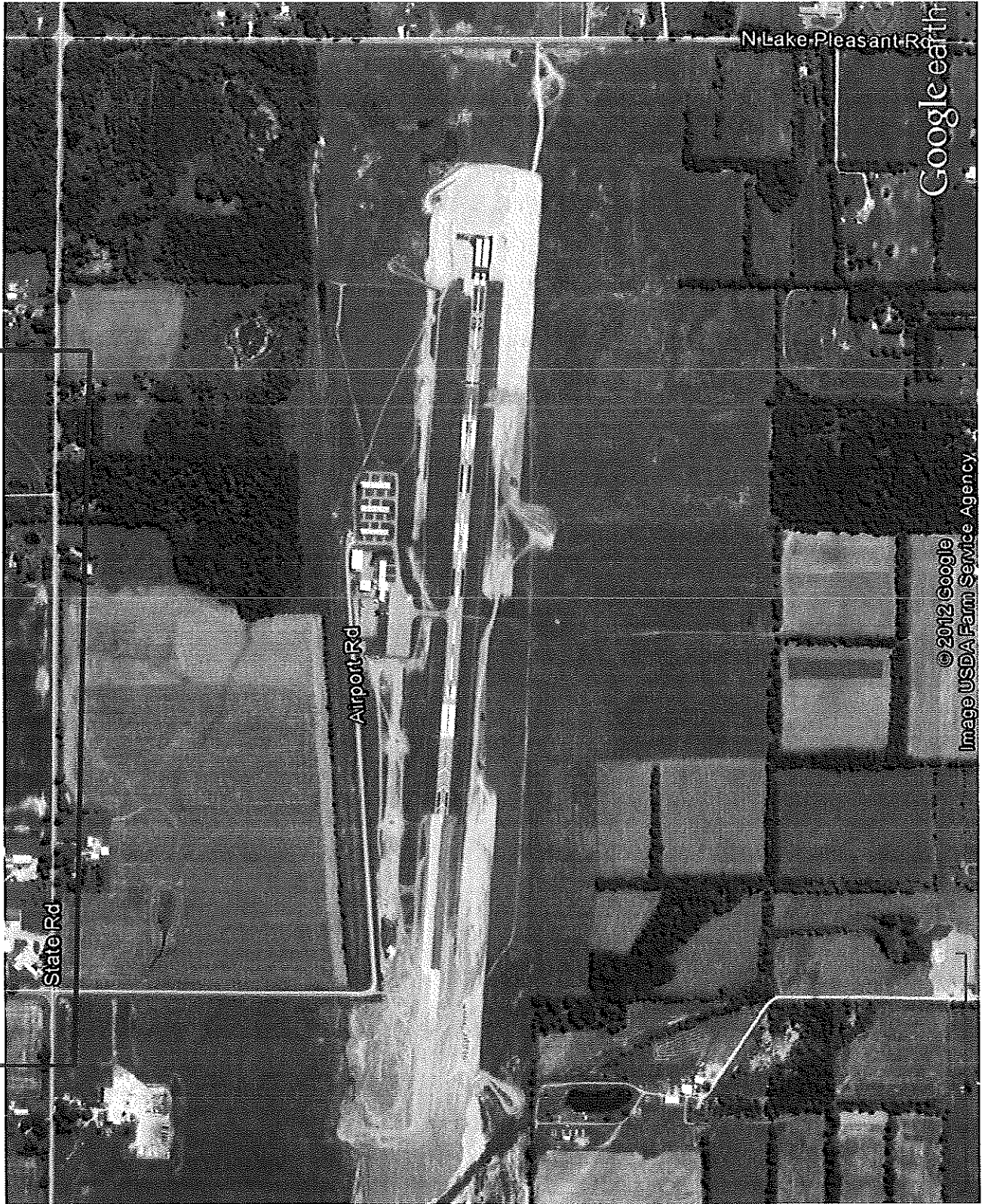
129.7

Unicom

122.8

#	Time	Performer		Notes
		Performer	Start Time	
1		Mike Gillian, Wildcat		
2		Corsair		
3		Wildcat and Corsair formation		
4		T-6 formation		
5		Vlado P-51		
6		Clyde Zeller		
7		Missing Man Formation		





State Rd

Airport Rd

N. Lake Pleasant Rd

Google earth

© 2012 Google

Image USDA Farm Service Agency

City of Hillsdale

Agenda Item Summary

Meeting Date: July 1, 2013

Agenda Item #10: New Business – E Sidewalk Special Assessment

BACKGROUND:

While only one special assessment district was proposed last year, this year three (3) areas have been identified. I have attached the memo from Assessor, Kim Thomas regarding the proposed special assessments for the upcoming fiscal year. As you can see, three (3) districts are being proposed and the locations are depicted on the enclosed drawings. In addition, three (3) Resolutions are also enclosed which also describe the area, establish the districts and set a public hearing to give the public opportunity for comment.

RECOMMENDATION:

I recommend Council adopt the enclosed Resolutions determining necessity, creating the districts, allocating the costs (75% special assessed to residents and 25% borne by the City) and setting the public hearing for July 15, 2013 at 7:00 p.m.

FISCAL IMPACT:

As you can see from the enclosed compilation sheet the estimated cost of the sidewalks is approximately \$82,000. The proposed fiscal year budget for 2013-2014 allocates \$149,000 for sidewalk replacement.

CITY OF HILLSDALE / S.A.D.

2013 Sidewalk Replacement Compilation Sheet @ \$5.00/SF

STREET (side)	LOCATION	HOMEOWNER + CITY (SHARE)	CITY ONLY (HCR)	TOTAL
1) E. Lynwood Blvd (South)	Elm St to Walnut St	\$6,600.00	\$325.00	\$6,925.00
"	Walnut St to S. Howell St	\$4,587.50	\$337.50	\$4,925.00
N. Manning St (East)	E. Bacon St to McCollum St	\$3,125.00	\$241.50	\$3,366.50
"	McCollum St to North St	\$2,425.00	\$325.00	\$2,750.00
"	North St to Carleton Rd	\$7,625.00	\$310.25	\$7,935.25
N. Manning St (West)	E. Carleton Rd to North St	\$4,931.25	\$250.00	\$5,181.25
"	North St to McCollum St	\$6,457.50	\$150.00	\$6,607.50
"	McCollum St to E. Bacon St	\$2,175.00	\$0.00	\$2,175.00
Charles St (East) page 1	E. Sharp St to E. Hallett St	\$11,022.00	\$418.75	\$11,440.75
" page 2	E. Sharp St to E. Hallett St	\$5,651.25	\$318.75	\$5,970.00
Charles St (West) page 1	E. Sharp St to E. Hallett St	\$10,312.50	\$425.00	\$10,737.50
" page 2	E. Sharp St to E. Hallett St	\$5,373.75	\$393.75	\$5,767.50
				\$0.00
				\$0.00
Subtotal		\$70,285.75	\$3,495.50	\$73,781.25
contingency +/- 10%		\$7,028.58	\$349.55	\$7,378.13
TOTAL		\$77,314.33	\$3,845.05	\$81,159.38
FY 2013 - Sidewalks				

1)
2)
3)

REPORT TO: Honorable Mayor & City Council
FROM: Kimberly Thomas, City Assessor
SUBJECT: Special Assessment Districts:
2013-01 Lynwood Boulevard
2013-02 N Manning Street
2013-03 Charles Street

MEETING DATE: July 1, 2013

Background: Pursuant to Chapter 2, Article V, Division 3, Section 2-333 of the Code of the City of Hillsdale the City Engineer has prepared plans, specifications and estimated costs (attached) for the above projects.

Plans and specifications shall be placed on file with the City Clerk and made available for public inspection.

Recommendation: To approve 75% of the cost of construction and replacement areas of sidewalk and curb/gutter as the portion of the improvement to be defrayed as a special assessment, and 25% of the costs of the improvements to be borne by the City.

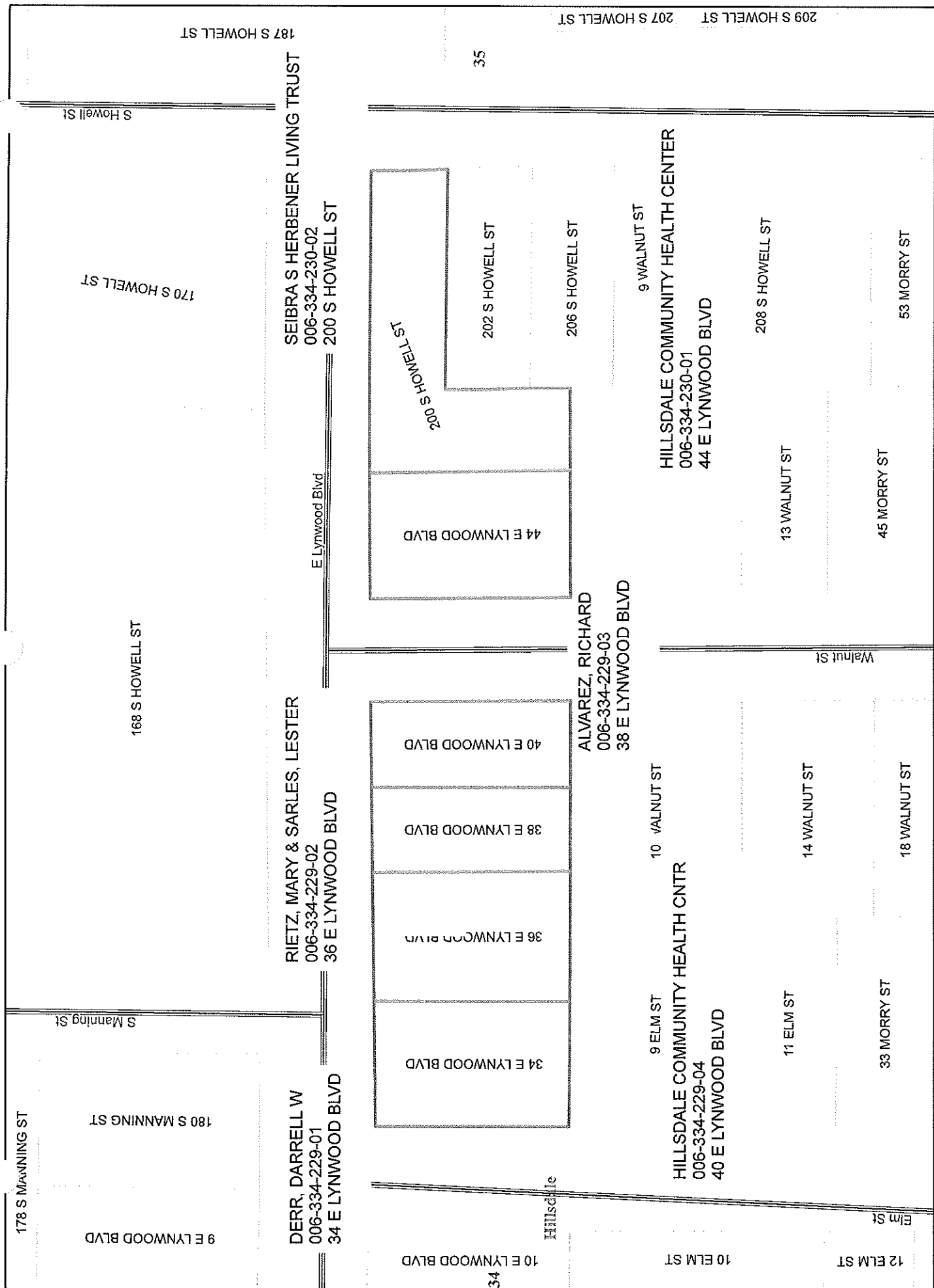
I also recommend approval of the attached resolution(s) as required by Chapter 2, Article V, Division 3, Section 2-334 Code of the City of Hillsdale which determines the necessity and propriety of the proposed improvements; and order the placement of the plans, specifications, estimates of costs, and a description of the lands or districts to be affected with the City Clerk for public examination.

The resolution sets a Public Hearing for July 15, 2013 at 7:00 p.m. at City Hall to afford the owners of property and the public an opportunity for comments on the proposed district.

Respectfully submitted,

Kimberly Thomas, Assessor

Attachments

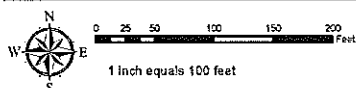
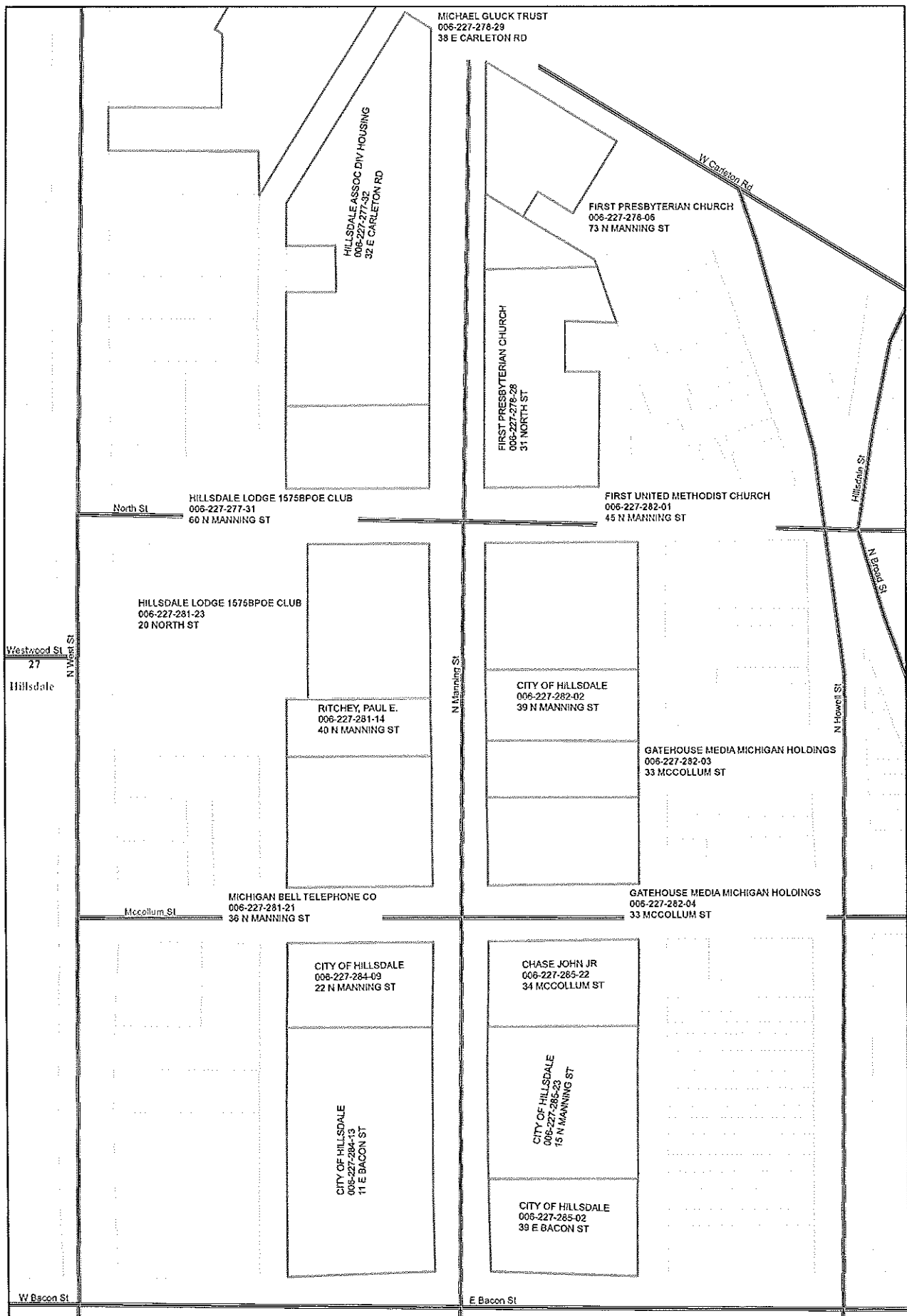


A vertical scale bar with markings at 0, 10, 20, 30, and 40 feet. The word "Feet" is written vertically at the top.

1 inch equals 75 feet

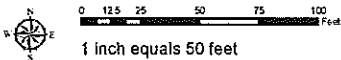
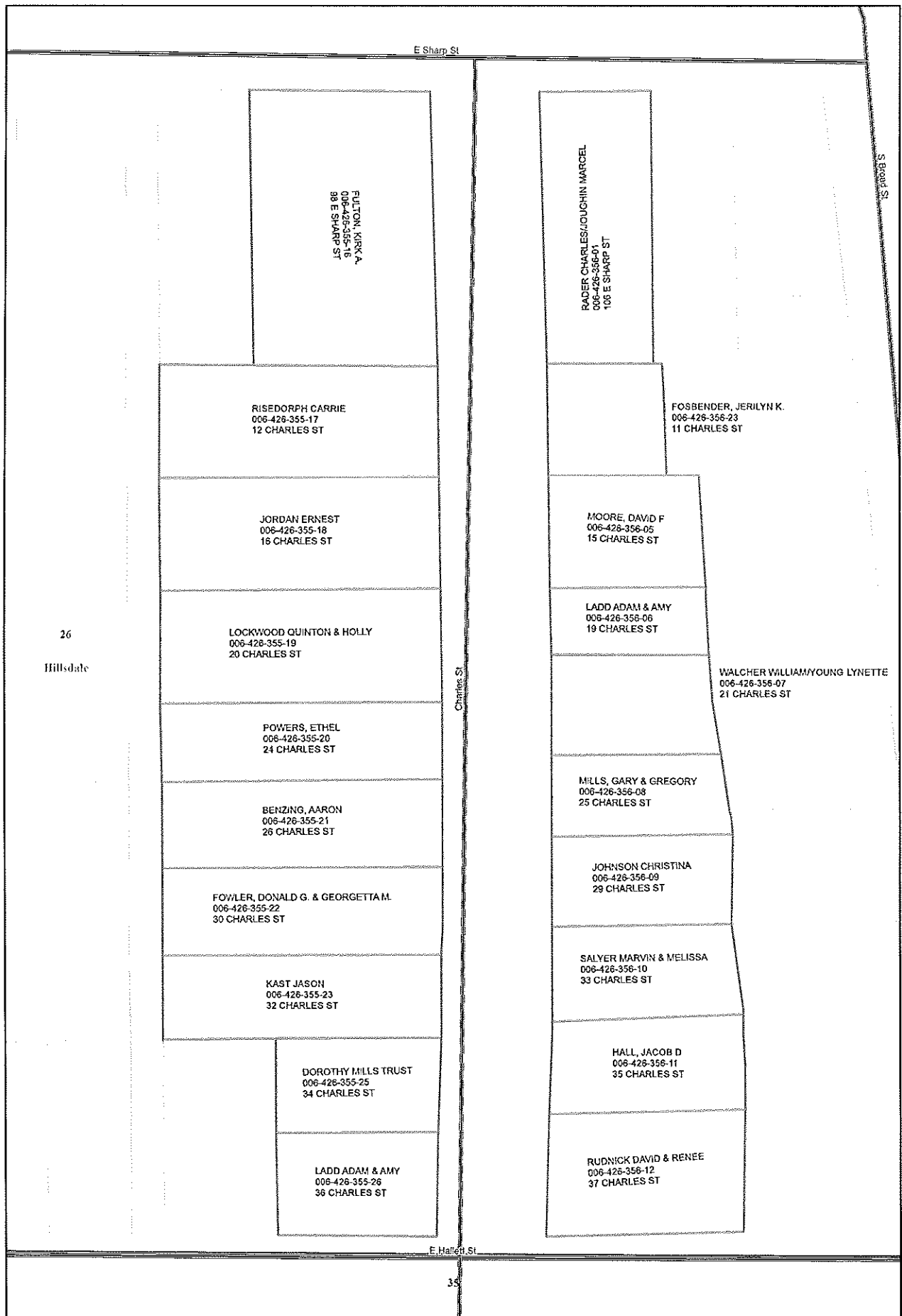
City Sidewalk Replacement
Special Assessment District 2013-01

Not a Survey.
For informational use only.



City Sidewalk Replacement Special Assessment District 2013-02

Not a Survey.
For informational use only.



City Sidewalk Replacement
Special Assessment District 2013-03

Not a Survey.
For informational use only.

City of Hillsdale

Resolution # _____

Whereas, the City Council of the City of Hillsdale has authorized the City Engineer to prepare plans and specifications, estimate of costs and description of the lands or districts to be affected for improvements to the **East Lynwood Boulevard** area, which improvements include sidewalk installation and re-construction, and

Whereas, the Council has determined district boundaries of Special Assessment district **2013-01** to be described to wit:

All being within the City of Hillsdale, Hillsdale County, Michigan:

Beginning at the intersection of the centerline of Elm Street and the centerline of Lynwood Boulevard; thence easterly on said centerline of Lynwood Boulevard to its intersection with the centerline of South Howell Street; thence southerly to the south line of Lynwood Boulevard right of way; thence westerly along said south right of way line to the centerline of Elm Street; thence northerly along said Elm Street centerline to the point of beginning.

Whereas, the Council does hereby determine that these improvements are proper and necessary;

Now therefore be it resolved, that all plans, specifications, estimates of cost, and description of the affected properties be placed on file with the City Clerk's office for public inspection; and

Be it further resolved, that a Public Hearing will held on July 15, 2013 at 7:00 p.m. at the City Hall Council Chambers, at which time the City Council will meet to consider any objections to the improvements, and

Be it further resolved, that notice of the Public Hearing shall be given by publication in the Hillsdale Daily News each week, for two successive weeks.

Passed in open Council this 1st day of July, 2013

Douglas G. Moon, Mayor

Michelle Loren, Deputy City Clerk

City of Hillsdale

Resolution # _____

Whereas, the City Council of the City of Hillsdale has authorized the City Engineer to prepare plans and specifications, estimate of costs and description of the lands or districts to be affected for improvements to the **North Manning Street** area, which improvements include sidewalk installation and re-construction, and

Whereas, the Council has determined district boundaries of Special Assessment district **2013-02** to be described to wit:

All being within the City of Hillsdale, Hillsdale County, Michigan:

Beginning at the intersection of the centerline of Bacon Street with the east right of way line of North Manning Street; thence northerly along said east right of way line to the south line of Carleton Rd; thence northwesterly to the west right of way line of North Manning Street; thence southerly along said west right of way line to the centerline of East Bacon Street; thence easterly to the point of beginning.

Whereas, the Council does hereby determine that these improvements are proper and necessary;

Now therefore be it resolved, that all plans, specifications, estimates of cost, and description of the affected properties be placed on file with the City Clerk's office for public inspection; and

Be it further resolved, that a Public Hearing will held on **July 15, 2013** at 7:00 p.m. at the City Hall Council Chambers, at which time the City Council will meet to consider any objections to the improvements, and

Be it further resolved, that notice of the Public Hearing shall be given by publication in the Hillsdale Daily News each week, for two successive weeks.

Passed in open Council this **1st** day of **July, 2013**

Douglas G. Moon, Mayor

Michelle Loren, Deputy City Clerk

City of Hillsdale

Resolution # _____

Whereas, the City Council of the City of Hillsdale has authorized the City Engineer to prepare plans and specifications, estimate of costs and description of the lands or districts to be affected for improvements to the **Charles Street** area, which improvements include sidewalk installation and re-construction, and

Whereas, the Council has determined district boundaries of Special Assessment district **2013-03** to be described to wit:

All being within the City of Hillsdale, Hillsdale County, Michigan:

Beginning at the intersection of the centerline of East Sharp Street with the east right of way line of Charles Street; thence southerly along said east right of way line to the centerline of East Hallett Street; thence westerly to the west right of way line of Charles Street; thence northerly along said west right of way line to the centerline of East Sharp Street; thence easterly to the point of beginning.

Whereas, the Council does hereby determine that these improvements are proper and necessary;

Now therefore be it resolved, that all plans, specifications, estimates of cost, and description of the affected properties be placed on file with the City Clerk's office for public inspection; and

Be it further resolved, that a Public Hearing will held on **July 15, 2013** at 7:00 p.m. at the City Hall Council Chambers, at which time the City Council will meet to consider any objections to the improvements, and

Be it further resolved, that notice of the Public Hearing shall be given by publication in the Hillsdale Daily News each week, for two successive weeks.

Passed in open Council this 1st day of **July, 2013**

Douglas G. Moon, Mayor

Michelle Loren, Deputy City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: **July 1, 2013**

Agenda Item #10: **New Business – F Project Authorization of SAW Grant Application**

BACKGROUND:

Fleis & Vandenbrink have been keeping the City informed as to the progress of funding which is becoming available for the Stormwater Asset Management and Wastewater (SAW) Program. During a recent meeting with F&V, BPU personnel, Keith Richard and me, we learned that a portion of the funding may possibly be utilized to assist with some of the costs in the plan recently prepared and being presented tonight by Fleis & Vandenbrink staff for Capital Improvements and Storm Water Master Plan. Funding will also be eligible for sanitary storm sewer assets as well as wastewater assets.

In order to complete the application process, it will be necessary to do some data gathering to refine the scope of work that will be included in the application. If you refer to the enclosed proposal to assist from Fleis & Vandenbrink, any preliminary work which is determined not to be eligible or if the City is not awarded a grant, no costs will be invoiced to the City or BPU for that work.

RECOMMENDATION:

I recommend Council authorize my signature on the work authorization allowing Fleis & Vandenbrink to complete the preliminary work and complete the application for funding.



FLEIS & VANDENBRINK

ENGINEERING, INC.

Offices in Michigan and Indiana

June 26, 2013

Linda Brown, City Manager
City of Hillsdale
97 North Broad Street
Hillsdale, MI 49242

RE: Proposal for Assistance with the SAW Grant Program

Dear Linda:

We appreciate the time spent with Rick Rose, Keith, Nate and you to review possible City storm sewer and wastewater system needs. We have prepared this proposal to assist you on the Michigan Department of Environmental Quality (MDEQ) Stormwater Asset Management and Wastewater (SAW) Program. This grant program offers a rare opportunity for significant grant funding for the planning and design of stormwater and wastewater systems. The program provides for a 90% grant with only a 10% match for Asset Management and Design Phase activities. Hillsdale could possibly qualify as a disadvantaged community which would then provide for a 100% grant for Design Phase activities along with up to a \$500,000 grant for construction. We understand that local force account work directly related to the Asset Management Plan, Mapping and Data Collection will be eligible to count towards the local match.

The SAW Grant will fund Asset Management Plans. An Asset Management Plan provides a strategy and planning tool for managing your infrastructure. The overall goal is to get the most value out of your infrastructure while providing the expected level of service. Everyone wants to have a good plan to extend the life of their multi-million dollar infrastructure investments – now you only have to pay 10% of the effort to get the Asset Management Plan completed. We also understand that communities with 1.0 mgd wastewater systems will be required to complete Asset Management Plans in their next permit cycle with the requirements for smaller wastewater systems such as yours to follow. It is anticipated that all NPDES permit renewals will require a current Asset Management Plan in the future.

The application package to obtain the SAW Grant will detail the final requirements for the grant request. The MDEQ expects to make applications available to submit in December 2013 and will award grants on a first-come-first-serve basis.

We are recommending that some preliminary work and data gathering get started now in order for you to make decisions on what you want to apply for and allow time to be able to prepare a quality application quickly once they are available. The attached Work Plans for stormwater and sanitary sewer systems, as well as wastewater treatment facilities detail activities that we understand are currently grant-eligible. F&V can review existing data and assist the City in developing a strategy for utilizing the SAW Grant Program to prepare a Stormwater Asset Management Plan and a Wastewater Asset Management Plan.

Once the City authorizes us to proceed, we will complete the data gathering as identified above over the next couple of months. We will work with you to refine the scope of work that will be included in the SAW Grant Program Application. As an example, it will take several meetings with you and your staff to identify and develop the level of work you would like to pursue with the 90% grant money.

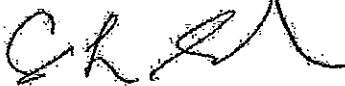
Linda Brown, City Manager
City of Hillsdale
June 26, 2013
Page 2

We propose to complete your application with the understanding that F&V will complete the engineering work for the resulting projects. We anticipate that this preliminary engineering work is grant eligible. Any preliminary activities completed by us that are outlined in this letter that are found not to be grant eligible, will not be billed to you by F&V. If you have us complete the application and are not awarded the grant, you will not be invoiced from F&V for the preliminary services described in this letter.

We appreciate the opportunity to continue our working relationship with you and the City. If you need any additional information, please contact us.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Craig L. Shumaker, P.E.
Project Manager

WORK AUTHORIZATION

Fleis & VandenBrink Engineering, Inc. (F&V) is hereby authorized under our General Professional Services Agreement to assist the City of Hillsdale and the BPU in MDEQ SAW Grant Project as detailed in this letter dated June 26, 2013.

Linda Brown
City Manager

Date

cc: Rick Rose, BPU Director
Nate Rusk, Systems Operations Supervisor
Keith Richards, DPW Supt.

Preliminary Data Gathering for Stormwater System Asset Management Plan

Below are the eligible activities that could be included in your Stormwater Asset Management Plan. Below each eligible activity are items F&V would complete now to help you make decisions on what to pursue through the SAW Grant Program:

- 1) **Eligible Activity: Evaluate the condition of your storm sewer system or where you are lacking storm sewers and have drainage problems or structural problems, complete in-the-field evaluation of the storm sewer system and particularly problem areas, televising of storm sewers with structural problems. Evaluate capacities of the storm sewer system components - the existing storm sewer system capacities, stormwater storage basin capacities, drainage basin/district boundaries, storm water runoff calculations, drainage district characteristics, and design storm rainfall intensity.**
 - a) Review the identified significant drainage issues in the community.
 - b) Identify the level of field work required.
- 2) **Eligible Activity: Scanning and creating a digital backup of your existing storm sewer construction drawings and tie into GIS linked mapping for easy retrieval**
 - a) Evaluate how the City has archived record drawings and whether the drawings were scanned and/or tied to a GIS System.
- 3) **Eligible Activity: Updating of Storm Sewer Mapping**
 - a) Evaluate your existing stormwater mapping - is it complete? - what needs to be done?
 - b) Obtain copies of Current Storm Sewer Mapping, Storm Sewer Master Plans, Capital Improvement Plans.
- 4) **Eligible Activity: Develop or update GIS mapping of your storm sewer system, obtain GIS location of manholes and catch basins and other facilities/structures and link to GIS map, purchase GIS software, and GIS training for Village Staff**
 - a) Evaluate status of prior GIS activities completed by the City. Review layering and information completed and yet to be completed.
 - b) Evaluate whether the City would like to pursue a GIS system, the level of GIS detail desired, and what role the City will have in future updating and maintenance of the system.
 - c) Review current GIS base map, ROW lines, property lines, parcel numbers, and building addresses. Review information available on pipe material, diameter, age, length, condition, flow direction, pipe inverts, manhole/catch basin numbering, age and condition history.
 - d) Review to what extent existing manhole/catch basin GPS coordinates and invert and rim elevations have been obtained.
 - e) Review recent televising records of the storm sewer system.
- 5) **Eligible Activity: Develop report that updates the storm sewer master plan to summarize the work completed and recommendations, prepare a Capital Improvements Plan for any recommended short and long term improvements including preliminary budgeting, implementation planning, and summarize funding available.**

Preliminary Data Gathering for Wastewater System Asset Management Plan

Below are the eligible activities that could be included in your Wastewater Asset Management Plan. Below each eligible activity are Items F&V would complete now to help you make decisions on what to pursue through the SAW Grant Program.

- 1) **Eligible Activity: Evaluate the condition of your sanitary sewer system – Identify where you have back-up problems, structural problems, high flows from Infiltration/Inflow, and odor and corrosion issues. Identify follow-up studies to complete the evaluation of the sanitary system including Infiltration/Inflow studies, flow metering, mass flow monitoring, smoke testing, dye testing. Evaluate the gravity sewer and lift station capacities, evaluate amount of infiltration/inflow that could be cost-effectively reduced, and develop hydraulic models of the sanitary sewer trunk system.**
 - a) Review the level of problems with back-ups, high infiltration/inflow problems, age of system, seasonal problems, and rainfall events.
 - b) Identify the initial level of field work required.
- 2) **Eligible Activity: Evaluate the condition and capacities of your wastewater treatment plant – complete on-site reviews to evaluate condition and functionality of each treatment unit, all buildings and structures, hydraulic capacities to identify any future bottlenecks, and treatment capacities.**
 - a) Identify any issues at the plant such as hydraulic or treatment capacity of individual process units, bottlenecks, permit violations or potential future permit conditions. Obtain current discharge permit.
 - b) Identify the initial level of field work required.
- 3) **Eligible Activity: Updating of Sanitary Sewer Maps**
 - a) Evaluate your existing sanitary sewer mapping - Is it complete? – what needs to be done?
 - b) Obtain copies of Current Sewer System Mapping; Sewer Master Plans; Capital Improvement Plans; prior studies of the sewer system, lift stations or wastewater treatment plant.
- 4) **Eligible Activity: Develop or update GIS mapping of your sanitary sewer system, obtain GIS location of manholes, lift stations, and other facilities/structures and link to GIS map, purchase GIS software, and GIS training for Village Staff**
 - a) Evaluate status of prior GIS activities completed by the City. Review layering and information completed and yet to be completed.
 - b) Evaluate whether the City would like to pursue a GIS system, the level of GIS detail desired, and what role the City will have in future updating and maintenance of the system.
 - c) Review GIS base map, ROW lines, property lines, parcel numbers, and building addresses.
 - d) Review information on pipe material, diameter, age, length, condition, flow direction, pipe inverts, manhole/catch basin numbering, age, and condition history.
 - e) Review to what extent existing manhole/lift station GPS coordinates, inverts and rim elevations have been obtained.
 - f) Review recent sewer televising records of the sanitary sewer system.
- 5) **Eligible Activity: Scanning and creating a digital backup of your sanitary sewer construction drawings and tie into GIS linked mapping for easy retrieval**
 - a) Evaluate how the City has archived record drawings and whether the drawings were scanned and/or tied to a GIS System.



Sanitary Sewer & WWTF

Eligible Items

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- 6) **Eligible Activity:** Develop reports that may include updates of the sanitary sewer master plan, wastewater treatment plant master plan. Prepare a Capital Improvements Plan for any recommended short and long term improvements including preliminary budgeting, Implementation Planning, and summary of funding available.

