



City Council Agenda

May 6, 2024
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of April 11, 2024 - \$809, 433.43
 - 2. Payroll of April 25, 2024 - \$189,366.74
 - B. City Council Minutes of April 15, 2024
 - C. Airport Advisory Committee Minutes of April 13, 2024
 - D. Finance Minutes of April 15, 2024
 - E. Cemetery Minutes of May 1, 2024
 - F. Budget Work Session Minutes of April 22, 2024
 - G. East St. Joe/Griswold Testing Services
 - H. Right of Way Use: Shawn's 5k Run for Cancer
 - I. Hillsdale College Commencement Street Closure Agreement
 - J. Hinkle/Adams Park Use Agreement
 - K. Sexual Abuse Prevention Policy & Procedures
 - L. July 3rd Fireworks Application
 - M. Pub N Grub Event Street Closure
 - N. HBA Summer in the City Sales/Car Show Event Street Closure
 - O. Community Development Committee Minutes of April 24, 2024
- VI. Communications/Petitions**
 - A. 2022-23 Hillsdale Community Library Annual Report
 - B. 2023 City Planning Commission Annual Report
 - C. Special Assessment District 22-07 Letter
 - D. Hillsdale County Commissioner Update – Doug Ingles
 - E. Addendum: Church SAD Letter
 - F. Addendum: Sessions SAD Letter
 - G. Addendum: Wainscott Cannon condition on County property
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
- IX. New Business**
 - A. Hillsdale Business Association Gaming License Approval
 - B. Hillsdale Renaissance Land Division Application
 - C. Set Public Hearing OPRA Application
 - D. MDOT Trunkline Maintenance Contract Renewal (Resolution)
 - E. MDOT Drain Repair
 - F. Addendum: AWOS Contract # 2024-0488 Approval (Resolution)

X. Miscellaneous Reports

- A. Proclamation- Arbor Day
- B. Appointment – None
- C. Other- None

XI. General Public Comment

XII. City Manager’s Report

XIII. Council Comment

XIV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 04/11/2024 - 04/11/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-123.000	COMMERCIAL INSURANCE - JAN 2024	VESTED RISK STRATEGIES INC	COMMERCIAL INSURANCE - JAN 2024	17,422.00	108322
101-000.000-123.000	COMMERCIAL INSURANCE - JAN 2024	VESTED RISK STRATEGIES INC	COMMERCIAL INSURANCE - JAN 2024	10,074.00	108322
101-000.000-123.000	COMMERCIAL BOILER & MACHINERY IN	VESTED RISK STRATEGIES INC	COMMERCIAL BOILER & MACHINERY INS. - JF	1,681.00	108322
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	13,168.32	835
Total For Dept 000.000				42,345.32	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CM	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	44.28	834
101-172.000-715.000	LIFE INSURANCE - CITY MANAGER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	6.50	836
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,041.61	835
101-172.000-721.000	DISABILITY INSURANCE - CITY MANA	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	15.39	836
101-172.000-810.000	IEDC PA4 MEMBERSHIP RENEWAL	INTERNATIONAL ECON DEVELOP	IEDC PA4 MEMBERSHIP RENEWAL	265.42	108289
Total For Dept 172.000 CITY MANAGER				1,373.20	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-715.000	DENTAL & VISION - ADMIN	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	5.89	834
101-175.000-715.000	LIFE INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	1.63	836
101-175.000-721.000	DISABILITY INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	2.32	836
101-175.000-802.000	SONIT NET ADMIN MAR 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN MAR 2024	690.00	108311
101-175.000-806.000	LEGAL SERVICES	LOVINGER & THOMPSON, PC	LEGAL FEES	3,272.40	108293
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,972.24	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	44.28	834
101-191.000-715.000	LIFE INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	6.50	836
101-191.000-721.000	DISABILITY INSURANCE - FINANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	8.66	836
101-191.000-726.000	SORTKWIK,HIGHLIGHTERS,LETTER OPE	CURRENT OFFICE SOLUTIONS	SORTKWIK,HIGHLIGHTERS,LETTER OPENER	9.01	108268
Total For Dept 191.000 FINANCE DEPARTMENT				68.45	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CLERK	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	110.69	834
101-215.000-715.000	LIFE INSURANCE - CITY CLERK	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,189.63	835
101-215.000-721.000	DISABILITY INSURANCE - CITY CLER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.53	836
101-215.000-726.000	TRASH BAGS	CURRENT OFFICE SOLUTIONS	BATHROOM PRODUCTS/ COPIER PAPER FOR CI	29.97	108268
101-215.000-726.000	PAPER SHREDDER, HUMIDIFER, SHRED	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	185.42	108324
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE	70.95	108257
101-215.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	242.43	108268
Total For Dept 215.000 CITY CLERK DEPARTMENT				1,861.86	
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	138.00	835
101-253.000-964.000	BILL BACK FOR #30 006 435 202 01	HILLSDALE CO TREASURER	BILL BACK FOR #30 006 435 202 01	9.11	108285
Total For Dept 253.000 CITY TREASURER				147.11	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	122.34	834
101-257.000-715.000	LIFE INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	32.48	836
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,827.28	835
101-257.000-721.000	DISABILITY INSURANCE - ASSESSING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	47.26	836
101-257.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	73.86	108268
101-257.000-850.000	MONTHLY VERIZON BILL - APR 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - APR 24	40.01	108320
101-257.000-860.000	ASSESSING FUEL	WATKINS OIL COMPANY, INC.	FUEL FOR DPS/ASSESSING/ZONING/ENGINEERI	23.40	108325

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 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257.000 ASSESSING DEPARTMENT					
Total For Dept 257.000 ASSESSING DEPARTMENT				2,166.63	
Dept 262.000 ELECTIONS					
101-262.000-801.000	FEB 27, 2024 ELECTION EXPENSES	HILLSDALE CO CLERK	FEB 27, 2024 ELECTION EXPENSES	3,613.36	108283
Total For Dept 262.000 ELECTIONS				3,613.36	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	BATHROOM PRODUCTS/ COPIER PAPER	CURRENT OFFICE SOLUTIONS	BATHROOM PRODUCTS/ COPIER PAPER FOR CIT	377.01	108268
101-265.000-726.000	CITY HALL TOLIET PAPER	CURRENT OFFICE SOLUTIONS	CITY HALL TOLIET PAPER	142.92	108268
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	10.00	108282
101-265.000-726.000	SOAP	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	14.82	108324
101-265.000-801.000	CITY HALL MATS	CINTAS CORPORATION	CITY HALL MATS	15.74	108263
101-265.000-801.000	CITY HALL MATS	CINTAS CORPORATION	CITY HALL MATS	15.74	108263
101-265.000-801.000	CITY HALL MATS	CINTAS CORPORATION	CITY HALL MATS	15.74	108263
101-265.000-801.000	CITY HALL MATS	CINTAS CORPORATION	CITY HALL MATS	15.74	108263
101-265.000-801.000	HILLSDALE PLACE SIREN	CLARK ELECTRIC INC.	HILLSDALE PLACE SIREN	1,256.97	108264
101-265.000-801.000	MOP & BUFF DISPATCH	EAST 2 WEST ENTERPRISES, I	MOP & BUFF DISPATCH	40.00	108274
101-265.000-801.000	CITY HALL CLEANING - MARCH 2024	EAST 2 WEST ENTERPRISES, I	CITY HALL CLEANING - MARCH 2024	650.00	108274
101-265.000-850.000	TELEPHONE - CITY HALL	ACD.NET	TELEPHONE - CITY HALL	193.56	108258
101-265.000-957.000	2023 DRAIN ASSESSMENT CITY AT LA	HILLSDALE CO DRAIN COMM	2023 DRAIN ASSESSMENT CITY AT LARGE - F	269.28	108284
Total For Dept 265.000 BUILDING AND GROUNDS				3,017.52	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HR	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	44.28	834
101-270.000-715.000	LIFE INSURANCE - HR	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	6.50	836
101-270.000-721.000	DISABILITY INSURANCE - HR	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	12.89	836
Total For Dept 270.000 HUMAN RESOURCES				63.67	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	1,153.27	834
101-301.000-715.000	LIFE INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	251.72	836
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	25,619.76	835
101-301.000-721.000	DISABILITY INSURANCE - POLICE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	333.86	836
101-301.000-740.301	MARCH 2024 FUEL INVOICE	WATKINS OIL COMPANY, INC.	MARCH 2024 FUEL INVOICE	2,841.26	108325
101-301.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	22.00	108268
101-301.000-801.000	MARCH 2024 TRULOOKUP PEOPLE SEAR	TRANSUNION RISK AND ALTERM	MARCH 2024 TRULOOKUP PEOPLE SEARCH	152.30	108314
101-301.000-801.000	MARCH 2024 BILL FOR INTERNET IN	VERIZON WIRELESS	MARCH 2024 BILL FOR INTERNET IN POLICE	160.04	108320
101-301.000-860.000	REIMBURSEMENT TO LT. DOTY FOR GA	THAD DOTY	REIMBURSEMENT TO LT. DOTY FOR GAS FOR T	70.17	108271
101-301.000-930.000	OIL CHANGE FOR UNIT 2-9 CHEVY TA	FRANK BECK CHEVROLET CO.	OIL CHANGE FOR UNIT 2-9 CHEVY TAHOE	67.96	108278
Total For Dept 301.000 POLICE DEPARTMENT				30,672.34	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	451.20	834
101-336.000-715.000	LIFE INSURANCE - FIRE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	73.08	836
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	7,109.76	835
101-336.000-721.000	DISABILITY INSURANCE - FIRE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	93.56	836
101-336.000-726.000	MEDICAL SUPPLIES FOR FIRE TRUCKS	EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES FOR FIRE TRUCKS	359.50	108275
101-336.000-726.000	KEYS AND KEY TAG	GELZER HJ & SON INC	KEYS AND KEY TAG	13.06	108279
101-336.000-726.000	VACUUM	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	140.72	108324
101-336.000-740.000	MARCH 2024 FUEL INVOICE	WATKINS OIL COMPANY, INC.	MARCH 2024 FUEL INVOICE	374.89	108325
101-336.000-801.000	SCBA FLOW TEST, SET UP & CLEAN U	MACQUEEN EMERGENCY GROUP	SCBA FLOW TEST, SET UP & CLEAN UP, TRAV	1,425.00	108294
Total For Dept 336.000 FIRE DEPARTMENT				10,040.77	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - DPS	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	245.21	834
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	51.97	836
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	4.87	836
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,763.89	835
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	70.60	836
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	6.96	836
101-441.000-726.000	STAPLE AND STAPLE GUN	GELZER HJ & SON INC	STAPLE AND STAPLE GUN	21.28	108279
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	10.00	108282
101-441.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	143.73	108268
101-441.000-850.000	MONTHLY VERIZON BILL - APR 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - APR 24	45.82	108320
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				2,364.33	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION - ENGINEERING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	110.69	834
101-447.000-715.000	LIFE INSURANCE - ENGINEERING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
101-447.000-721.000	DISABILITY INSURANCE - ENGINEERI	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	38.47	836
101-447.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	73.86	108268
101-447.000-801.000	CONTRACTUAL SERVICES	WATKINS OIL COMPANY, INC.	FUEL FOR DPS/ASSESSING/ZONING/ENGINEERI	64.52	108325
Total For Dept 447.000 ENGINEERING SERVICES				303.78	
Dept 567.000 CEMETERIES					
101-567.000-801.000	PORTA JOHN RENTALS FOR CEM	LAPEW SANITATION - THOMAS	PORTA JOHN RENTALS FOR MARCH	110.00	108291
Total For Dept 567.000 CEMETERIES				110.00	
Dept 595.000 AIRPORT					
101-595.000-715.000	LIFE INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
101-595.000-721.000	DISABILITY INSURANCE - AIRPORT	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	19.75	836
101-595.000-726.000	BATTERIES, DEMING BIT	GELZER HJ & SON INC	BATTERIES, DEMING BIT	41.46	108279
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.00	108282
101-595.000-850.000	TELEPHONE - AIRPORT	ACD.NET	TELEPHONE - AIRPORT	96.78	108258
101-595.000-920.000	PROPANE AT AIRPORT	SPRATT'S TRADING POST INC	PROPANE AT AIRPORT	968.06	108312
101-595.000-930.000	BATTERY,OIL,GREASE - TRACTOR MAI	AMAZON CAPITAL SERVICES, I	BATTERY,OIL,GREASE - TRACTOR MAINT	330.38	108260
101-595.000-930.000	OIL FILTER,OIL - TRACTOR MAINT	AMAZON CAPITAL SERVICES, I	OIL FILTER,OIL - TRACTOR MAINT	95.40	108260
Total For Dept 595.000 AIRPORT				1,573.07	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	110.69	834
101-701.000-715.000	LIFE INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,270.91	835
101-701.000-721.000	DISABILITY INSURANCE - PLANNING	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	19.23	836
101-701.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	73.86	108268
101-701.000-801.000	CONTRACTUAL SERVICES	WADE TRIM	M99 ROAD DIET TRAFFIC STUDY 2023-24	6,342.88	108323
101-701.000-801.372	DEMOLITION-47 E ST JOE	PARRISH EXCAVATING, INC.	CODE ENFORCEMENT DEMOLITION-47 E ST JOE	17,938.50	108303
101-701.000-860.000	ZONING FUEL	WATKINS OIL COMPANY, INC.	FUEL FOR DPS/ASSESSING/ZONING/ENGINEERI	23.41	108325
Total For Dept 701.000 PLANNING DEPARTMENT				25,795.72	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	DENTAL & VISION - ECON DEVEL	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	30.71	834
101-728.000-715.000	LIFE INSURANCE - ECON DEVELOPMEN	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
101-728.000-721.000	DISABILITY INSURANCE - ECON DEVE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	19.00	836
Total For Dept 728.000 ECONOMIC DEVELOPMENT				65.95	
Dept 756.000 PARKS					

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Fund 101 GENERAL FUND					
Dept 756.000 PARKS					
101-756.000-726.000	ANGLE BRUSH FOR GOAL POST	GELZER HJ & SON INC	ANGLE BRUSH FOR GOAL POST	39.98	108279
101-756.000-726.000	PAINT FOR PICNIC TABLES	GELZER HJ & SON INC	REFLECTIVE NUMBERS AND PAINT FOR BENCHE	235.96	108279
101-756.000-801.000	CONTRACTUAL SERVICES	DRY MAR TRUCKING & DIRTWOF	10 YARDS MASON SAND	420.00	108272
101-756.000-801.000	PORTA JOHN RENTAL FOR PARKS	LAPEW SANITATION - THOMAS	PORTA JOHN RENTALS FOR MARCH	225.00	108291
Total For Dept 756.000 PARKS				920.94	
Total For Fund 101 GENERAL FUND				130,476.26	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.45	834
202-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	4.98	836
202-450.000-801.000	COLD PATCH DELIVERY ONLY	DRY MAR TRUCKING & DIRTWOF	COLD PATCH DELIVERY ONLY	100.00	108272
Total For Dept 450.000 STREET SURFACE				108.43	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.45	834
202-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	4.98	836
Total For Dept 460.000 R.O.W. MAINTENANCE				8.43	
Dept 480.000 DRAINAGE					
202-480.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.46	834
202-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	4.98	836
Total For Dept 480.000 DRAINAGE				8.44	
Dept 490.000 TRAFFIC					
202-490.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.46	834
202-490.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	4.97	836
202-490.000-726.000	TOOLS FOR TRAFFIC CONTROL	GELZER HJ & SON INC	TOOLS FOR TRAFFIC CONTROL	24.97	108279
202-490.000-726.000	CONCRETE MIX FOR STREET SIGN REP	GELZER HJ & SON INC	CONCRETE MIX FOR STREET SIGN REPLACEMEN	8.29	108279
Total For Dept 490.000 TRAFFIC				41.69	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				166.99	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.58	834
203-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	5.17	836
203-450.000-801.000	COLD PATCH DELIVERY ONLY	DRY MAR TRUCKING & DIRTWOF	COLD PATCH DELIVERY ONLY	100.00	108272
Total For Dept 450.000 STREET SURFACE				108.75	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.58	834
203-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	5.16	836
Total For Dept 460.000 R.O.W. MAINTENANCE				8.74	
Dept 480.000 DRAINAGE					
203-480.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	3.59	834
203-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	5.15	836
203-480.000-726.000	CABLE TIES FOR 50 MORRY ST DRAIN	GELZER HJ & SON INC	CABLE TIES FOR 50 MORRY ST DRAIN	10.49	108279
Total For Dept 480.000 DRAINAGE				19.23	
Total For Fund 203 LOCAL STREET FUND				136.72	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	58.95	834
208-751.000-715.000	LIFE INSURANCE - RECREATION	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,401.77	835
208-751.000-721.000	DISABILITY INSURANCE - RECREATIO	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	28.01	836
208-751.000-801.000	CONTRACTUAL SERVICES	COMMUNITY HEALTH AGENCY	FOOD SERVICE LICENSE - SANDY BEACH	250.00	108266
208-751.000-801.000	FOOD SERVICE LICENSE FIELDS OF D	COMMUNITY HEALTH AGENCY	FOOD SERVICE LICENSE FIELDS OF DREAMS	250.00	108266
Total For Dept 751.000 RECREATION DEPARTMENT				2,004.97	
Total For Fund 208 RECREATION FUND				2,004.97	
Fund 247 TAX INCREMENT FINANCE ATH.					
Dept 900.000 CAPITAL OUTLAY					
247-900.000-930.000	REPAIRS & MAINTENANCE	AMAZON CAPITAL SERVICES, I	FIRE EXTINGUISHER FOR DAWN THEATER	15.50	108260
247-900.000-930.000	REPAIRS & MAINTENANCE	PREMIER FIRE PROTECTION, I	DAWN THEATER FIRE EXTINGUISHER ANNUAL I	237.06	108307
Total For Dept 900.000 CAPITAL OUTLAY				252.56	
Total For Fund 247 TAX INCREMENT FINANCE ATH.				252.56	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	30.71	834
271-790.000-715.000	LIFE INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	16.24	836
271-790.000-721.000	DISABILITY INSURANCE - LIBRARY	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	21.64	836
271-790.000-801.000	FOYER AND BATHROOM CLEANING (8 T	EAST 2 WEST ENTERPRISES, I	FOYER AND BATHROOM CLEANING (8 TIMES)	400.00	108274
271-790.000-801.000	MONTHLY COOLER RENTAL	TRI-COUNTY WATER CONDITIO	MONTHLY COOLER RENTAL	12.00	108315
271-790.000-801.000	2ND QTR OF OVERDRIVE (APRIL-JUNE	WOODLANDS LIBRARY COOPERA	2ND QTR OF OVERDRIVE (APRIL-JUNE 2024)	237.00	108326
271-790.000-802.000	SONIT NET ADMIN MAR 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN MAR 2024	115.00	108311
271-790.000-850.000	TELEPHONE - LIBRARY	ACD.NET	TELEPHONE - LIBRARY	48.39	108258
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULTS	45.63	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	36.59	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - APRIL24 ADULT	65.36	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULT	23.50	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	96.29	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULT	46.10	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	53.47	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MAR24 ADULT REPLACEMENTBK	17.93	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULT	17.55	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	50.45	108288
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - APRIL24 ADULT	189.63	108288
Total For Dept 790.000 LIBRARY				1,523.48	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24CHI	29.56	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 CHI	52.33	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24 CHILDREN	10.72	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MARCH24CHI	22.05	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24 CHI	9.29	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 CHI	17.54	108288
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - APRIL24 CHILDREN	365.26	108288
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				506.75	
Total For Fund 271 LIBRARY FUND				2,030.23	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 04/11/2024 - 04/11/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
401-900.000-970.000-215027	WILLOW-OAK STORM SEWER PROJECT	PARRISH EXCAVATING, INC.	WILLOW-OAK STORM SEWER PROJECT	6,839.26	108303
Total For Dept 900.000 CAPITAL OUTLAY				6,839.26	
Total For Fund 401 CAPITAL IMPROVEMENT FUND				6,839.26	
Fund 408 FIELDS OF DREAMS					
Dept 751.000 RECREATION DEPARTMENT					
408-751.000-801.000	HOT WATER HEATER - FIELDS OF DRE	GRIFFITHS MECHANICAL CONT	HOT WATER HEATER - FIELDS OF DREAMS	1,687.59	108280
Total For Dept 751.000 RECREATION DEPARTMENT				1,687.59	
Total For Fund 408 FIELDS OF DREAMS				1,687.59	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 000.000					
481-000.000-263.000	SALES TAX - MARCH 2024	STATE OF MICHIGAN	SALES TAX - MARCH 2024	1,375.40	643
481-000.000-687.300	SALES TAX - MARCH 2024	STATE OF MICHIGAN	SALES TAX - MARCH 2024	(6.88)	643
Total For Dept 000.000				1,368.52	
Dept 900.000 CAPITAL OUTLAY					
481-900.000-740.295	FUEL & LUBRICANTS - AVIATION	AVFUEL CORP	FUEL & LUBRICANTS - AVIATION	23,913.43	833
Total For Dept 900.000 CAPITAL OUTLAY				23,913.43	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				25,281.95	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	477 PREFORM SPLICE	POWER LINE SUPPLY	INVENTORY	448.80	108306
582-000.000-110.000	SOCKET - 2 GANG HORIZONTAL	POWER LINE SUPPLY	INVENTORY	475.00	108306
582-000.000-110.000	ACSR DEAD END TIES SPARATE	POWER LINE SUPPLY	INVENTORY	502.92	108306
582-000.000-110.000	DA BOLT - 5/8 X 18"	POWER LINE SUPPLY	INVENTORY	197.81	108306
582-000.000-110.000	SOCKET - 2 GANG HORIZONTAL	POWER LINE SUPPLY	METER SOCKETS	2,976.12	108306
582-000.000-202.100	4CCH	DUVALL, SHAWN A	UB refund for account: 020422	55.11	108273
582-000.000-202.100	4ENBK1	HAWK, FLORENCE R	UB refund for account: 011413	109.98	108281
582-000.000-202.100	4ENBK1	MALONEY, JENNIFER K	UB refund for account: 005633	225.00	108295
582-000.000-202.100	ROUND	MDHHS	UB refund for account: 005633	147.72	108297
582-000.000-249.100	OPERATION ROUND-UP - MARCH 2024	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP - MARCH 2024	2,678.72	108265
582-000.000-249.100	LIEAF-6099 MARCH 2024 P.A. 95	LARA - MI PUBLIC SERVICE (LIEAF-6099 MARCH 2024 P.A. 95	5,341.52	108292
582-000.000-263.000	SALES TAX - MARCH 2024	STATE OF MICHIGAN	SALES TAX - MARCH 2024	29,617.83	643
582-000.000-692.200	SALES TAX - MARCH 2024	STATE OF MICHIGAN	SALES TAX - MARCH 2024	(186.72)	643
Total For Dept 000.000				42,589.81	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	1,102.07	834
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	22.76	836
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	199.75	836
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	18,288.41	835
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	39.25	836
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	338.75	836
582-175.000-726.000	SMARTSIGN FIRE EXTINGUISHER INSI	AMAZON CAPITAL SERVICES, I	SMARTSIGN FIRE EXTINGUISHER INSIDE LABE	15.88	108260
582-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR OFFICE - 45 MONROE STREET	61.19	108260
582-175.000-726.000	PLATES	AMAZON CAPITAL SERVICES, I	17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF	15.00	108260
582-175.000-726.000	SORTKWIK, HIGHLIGHTERS, LETTER OPE	CURRENT OFFICE SOLUTIONS	SORTKWIK, HIGHLIGHTERS, LETTER OPENER	4.51	108268
582-175.000-726.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	149.39	108268

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	174.09	108268
582-175.000-726.000	WATER DELIVERY SERVICE	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	7.26	108282
582-175.000-726.000	CREDIT FOR BOTTLE DEPOSIT	HEFFERNAN SOFT WATER SERV	CREDIT FOR BOTTLE DEPOSIT	(4.00)	108282
582-175.000-726.000	KLEENEX,PAPER PLATES, GLAD SPRAY	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	29.74	108324
582-175.000-801.000	FIBER MAINT - ELECTRIC	ACD.NET	TELEPHONE - 45 MONROE STREET	24.19	108258
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(4.25)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(3.83)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(3.83)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(4.25)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(4.25)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(4.25)	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	3.65	108263
582-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	3.24	108263
582-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	7.49	108263
582-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	7.49	108263
582-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	7.49	108263
582-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.24	108263
582-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	3.24	108263
582-175.000-801.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	67.35	108268
582-175.000-801.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	67.35	108268
582-175.000-801.000	PRINTING/POSTAGE AND HANDLING -	DELAWARE SYSTEMS	PRINTING/POSTAGE AND HANDLING - MARCH 2	1,324.25	108269
582-175.000-801.000	BPU CLEANING - MARCH 2024	EAST 2 WEST ENTERPRISES, I	BPU CLEANING - MARCH 2024	130.00	108274
582-175.000-801.000	UTILITY EXCHANGE REPORT/WEB ACCE	ONLINE INFORMATION SERVICE	UTILITY EXCHANGE REPORT/WEB ACCESS FEE	56.44	108301
582-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS MARCH 2	294.77	108301
582-175.000-801.000	CREDIT CARD PROCESSING FEES - MA	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - MARCH 202	190.53	642
582-175.000-802.000	SONIT NET ADMIN MAR 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN MAR 2024	431.26	108311
582-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 3-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 4-24	252.57	108319
582-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEI	350.00	108319
582-175.000-850.000	TELEPHONE - ELECTRIC	ACD.NET	TELEPHONE - 45 MONROE STREET	100.00	108258
582-175.000-850.000	TELEPHONE - POWER PLANT	ACD.NET	TELEPHONE - POWER PLANT	145.17	108258
582-175.000-850.000	MONTHLY VERIZON BILL - APR 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - APR 24	551.76	108320
582-175.000-880.000	COMMUNITY PROMOTION - MARCH 2024	MCKIBBIN MEDIA GROUP, INC.	COMMUNITY PROMOTION - MARCH 2024	125.00	108296
582-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	66.87	826
582-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SEI	22.43	827
582-175.000-920.400	503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	192.73	832
Total For Dept 175.000 ADMINISTRATIVE SERVICES				24,847.90	
Dept 543.000 PRODUCTION					
582-543.000-801.000	OSHA INSPECTIONS - POWER PLANT	ALL-LIFT SYSTEMS	OSHA INSPECTIONS - POWER PLANT	693.00	108259
582-543.000-930.000	CHECK A/C CONNECTIONS ON GEN	SUPERIOR INDUSTRIAL SALES	CHECK A/C CONNECTIONS ON GEN	1,729.53	108313
Total For Dept 543.000 PRODUCTION				2,422.53	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	PMX-70 BATTERY S4-1-1/SHIP & HAN	VERMEER OF MICHIGAN, INC	PMX-70 BATTERY S4-1-1/SHIP & HANDLING	95.97	108321
582-544.000-730.000	IMPACT	AMAZON CAPITAL SERVICES, I	17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF	389.99	108260
582-544.000-730.000	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	27.50	108279
582-544.000-730.000	RODDER TRAILER TIRES	PELL'S TIRE SERVICE	RODDER TRAILER TIRES	625.00	108304
582-544.000-730.000	DSL EXH FLUID	PERFORMANCE AUTOMOTIVE	DSL EXH FLUID	249.29	108305
582-544.000-740.000	FUEL - MARCH 2024	WATKINS OIL COMPANY, INC.	FUEL - MARCH 2024	2,174.76	108325
582-544.000-930.000	CABLE STRIPPER BANANA PEELER	POWER LINE SUPPLY	URD TOOL	235.00	108306
582-544.000-930.000	ANDERSON VC-6FT CRIMPER	POWER LINE SUPPLY	CRIMPER REPAIR	319.81	108306
582-544.000-956.000	B. JOHNS-Y4W1 & Y4W2/F. REICHHAR	JOINT APPRENTICESHIP & TR	B. JOHNS-Y4W1 & Y4W2/F. REICHHART-Y3W1	12,000.00	108316
582-544.000-970.000-215040	KENWOOD PWR SPEAKER/ANTENNA/REMO	RAYLECOM COMMUNICATIONS, I	KENWOOD PWR SPEAKER/ANTENNA/REMOVE AND	455.00	108309

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 04/11/2024 - 04/11/2024
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
Total For Dept 544.000 DISTRIBUTION				16,572.32	
Total For Fund 582 ELECTRIC FUND				86,432.56	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	120.37	834
588-596.000-715.000	LIFE INSURANCE - DART	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	64.96	836
588-596.000-721.000	DISABILITY INSURANCE - DART	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	70.77	836
588-596.000-730.000	FILTERS FOR DART	PERFORMANCE AUTOMOTIVE	FILTERS FOR DPS AND DART	17.19	108305
588-596.000-740.000	FUEL FOR DART	WATKINS OIL COMPANY, INC.	FUEL FOR DART	2,526.25	108325
Total For Dept 596.000 DIAL-A-RIDE				2,799.54	
Total For Fund 588 DIAL A RIDE				2,799.54	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-215006	SANITARY SEWER PROJECT (CDBG GRA	CONCORD EXCAVATING & GRAD	CDBG - SANITARY PROJECT	32,217.48	108267
590-000.000-202.100	SCCH	HAWK, FLORENCE R	UB refund for account: 011413	56.83	108281
Total For Dept 000.000				32,274.31	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	437.16	834
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	11.35	836
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	88.53	836
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	3,947.57	835
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	19.61	836
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	118.94	836
590-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES,	SUPPLIES FOR OFFICE - 45 MONROE STREET	30.59	108260
590-175.000-726.000	PLATES	AMAZON CAPITAL SERVICES,	17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF	7.49	108260
590-175.000-726.000	SORTKWIK,HIGHLIGHTERS,LETTER OPE	CURRENT OFFICE SOLUTIONS	SORTKWIK,HIGHLIGHTERS,LETTER OPENER	2.25	108268
590-175.000-726.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	74.70	108268
590-175.000-726.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	87.04	108268
590-175.000-726.000	WATER DELIVERY SERVICE	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	3.62	108282
590-175.000-726.000	CREDIT FOR BOTTLE DEPOSIT	HEFFERNAN SOFT WATER SERV	CREDIT FOR BOTTLE DEPOSIT	(2.00)	108282
590-175.000-726.000	KLEENEX,PAPER PLATES, GLAD SPRAY	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	14.87	108324
590-175.000-801.000	FIBER MAINT - SEWER	ACD.NET	TELEPHONE - 45 MONROE STREET	12.10	108258
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(1.92)	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(1.92)	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	1.82	108263
590-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	1.62	108263
590-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
590-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
590-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
590-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	1.62	108263
590-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108263
590-175.000-801.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	33.67	108268
590-175.000-801.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	33.67	108268
590-175.000-801.000	PRINTING/POSTAGE AND HANDLING -	DELAWARE SYSTEMS	PRINTING/POSTAGE AND HANDLING - MARCH 2	662.12	108269

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-801.000	BPU CLEANING - MARCH 2024	EAST 2 WEST ENTERPRISES, 1BPU CLEANING - MARCH 2024		65.00	108274
590-175.000-801.000	UTILITY EXCHANGE REPORT/WEB ACCE	ONLINE INFORMATION SERVICE	UTILITY EXCHANGE REPORT/WEB ACCESS FEE	28.22	108301
590-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS MARCH 2	147.39	108301
590-175.000-801.000	CREDIT CARD PROCESSING FEES - MA	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - MARCH 202	95.26	642
590-175.000-801.000-215006	ADMIN SERVICES FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICES FOR CDBG GRANT	640.00	108262
590-175.000-802.000	SONIT NET ADMIN MAR 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN MAR 2024	215.62	108311
590-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 3-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 4-24	126.28	108319
590-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEL	175.00	108319
590-175.000-850.000	TELEPHONE - SEWER	ACD.NET	TELEPHONE - 45 MONROE STREET	50.00	108258
590-175.000-850.000	TELEPHONE - WWTP 101 W GALLOWAY	ACD.NET	TELEPHONE - WWTP 101 W GALLOWAY	96.78	108258
590-175.000-850.000	MONTHLY VERIZON BILL - APR 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - APR 24	137.65	108320
590-175.000-880.000	COMMUNITY PROMOTION - MARCH 2024	MCKIBBIN MEDIA GROUP, INC.	COMMUNITY PROMOTION - MARCH 2024	62.50	108296
590-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	33.43	826
590-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SEI	11.22	827
590-175.000-920.400	503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	96.37	832
Total For Dept 175.000 ADMINISTRATIVE SERVICES				7,569.58	
Dept 546.000 OPERATIONS					
590-546.000-726.800	FLASHLIGHTS	AMAZON CAPITAL SERVICES, 17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF		99.16	108260
590-546.000-920.400	504504154 - 135 BARBER ST	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 135 BARBER ST	45.07	828
590-546.000-930.000	WHEEL, JACK CASTER, 1200#, PKG	FAMILY FARM & HOME	WHEEL, JACK CASTER, 1200#, PKG	39.99	108277
590-546.000-930.000	EXHAUST FAN SERVICE CALL	HOWELL'S MECHANICAL SERVICE	EXHAUST FAN SERVICE CALL	310.00	108287
590-546.000-930.960	ACCESS DRIVE TO CATCH BASIN	DRY MAR TRUCKING & DIRTWO	ACCESS DRIVE TO CATCH BASIN	6,000.00	108272
Total For Dept 546.000 OPERATIONS				6,494.22	
Dept 547.000 TREATMENT					
590-547.000-726.900	MODEL 2003 POLAROGRAPHIC DO SENS	YSI INC.	DO SENSOR KIT	230.00	108327
590-547.000-740.000	FUEL - MARCH 2024	WATKINS OIL COMPANY, INC.	FUEL - MARCH 2024	888.40	108325
590-547.000-801.000	OSHA INSPECTIONS - WATER TREATME	ALL-LIFT SYSTEMS	OSHA INSPECTIONS - WATER TREATMENT PLAN	245.30	108259
590-547.000-801.000	SUNBRITE ULTRA BLEACH/TRUCK TUBL	FAMILY FARM & HOME	SUNBRITE ULTRA BLEACH/TRUCK TUBLESS/T-	45.44	108277
590-547.000-801.000	FINAL EFFLUENT - 2/27/24	MERIT LABORATORIES	FINAL EFFLUENT - 2/27/24	713.00	108298
590-547.000-801.000	MONTHLY EFFLUENT 3/14/2024	MERIT LABORATORIES	MONTHLY EFFLUENT 3/14/2024	47.00	108298
590-547.000-801.000	AMR INFLUENT M 10022136 3/14/24	MERIT LABORATORIES	AMR INFLUENT M 10022136 3/14/24	426.00	108298
590-547.000-801.000	BEF COMPLIANCE SAMPLES - 2/22/24	MERIT LABORATORIES	BEF COMPLIANCE SAMPLES - 2/22/24	3,480.00	108298
590-547.000-920.400	504904602 - 101 W GALLOWAY	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY	1,502.09	829
590-547.000-920.400	504756735 - W GALLOWAY GR	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - W GALLOWAY GR	139.33	831
Total For Dept 547.000 TREATMENT				7,716.56	
Total For Fund 590 SEWER FUND				54,054.67	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-215005	WESTWOOD WATER INSERT VALVE WORK	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	3,500.00	108303
591-000.000-158.000-215006	WATER VALVE PROJECT (CDBG GRANT)	CONCORD EXCAVATING & GRAD	CDBG - WATER VALVE PROJECT	458,776.43	108267
591-000.000-202.100	WCCH	HAWK, FLORENCE R	UB refund for account: 011413	53.27	108281
Total For Dept 000.000				462,329.70	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	373.21	834
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	11.35	836
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	94.99	836
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,006.44	835
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE - APRIL 202	19.61	836

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - APRIL 202	129.42	836
591-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR OFFICE - 45 MONROE STREET	30.60	108260
591-175.000-726.000	PLATES	AMAZON CAPITAL SERVICES, I	17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF	7.49	108260
591-175.000-726.000	SORTKWIK,HIGHLIGHTERS,LETTER OPE	CURRENT OFFICE SOLUTIONS	SORTKWIK,HIGHLIGHTERS,LETTER OPENER	2.25	108268
591-175.000-726.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	74.69	108268
591-175.000-726.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	87.04	108268
591-175.000-726.000	WATER DELIVERY SERVICE	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	3.62	108282
591-175.000-726.000	CREDIT FOR BOTTLE DEPOSIT	HEFFERNAN SOFT WATER SERVI	CREDIT FOR BOTTLE DEPOSIT	(2.00)	108282
591-175.000-726.000	UPS PACKAGE - WATER BOTTLES	HILLSDALE MARKET HOUSE, IN	UPS PACKAGE - WATER BOTTLES	19.30	108286
591-175.000-726.000	KLEENEX,PAPER PLATES, GLAD SPRAY	WALMART COMMUNITY	CREDIT CARD CHARGES - MARCH 2024	14.87	108324
591-175.000-801.000	FIBER MAINT - WATER	ACD.NET	TELEPHONE - 45 MONROE STREET	12.10	108258
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(1.92)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(1.92)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	(2.12)	108263
591-175.000-801.000	RUGS - 45 MONROE STREET	CINTAS CORPORATION	RUGS - 45 MONROE STREET	1.83	108263
591-175.000-801.000	RUGS - 45 MONROE-801.000	CINTAS CORPORATION	RUGS - 45 MONROE STREET	1.62	108263
591-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
591-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
591-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	3.74	108263
591-175.000-801.000	RUGS - 45 MONROE ST	CINTAS CORPORATION	RUGS - 45 MONROE ST	1.62	108263
591-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108263
591-175.000-801.000	COPIES/CONTRACT BILLING - MARCH	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - MARCH 2024	33.67	108268
591-175.000-801.000	COPIES/CONTRACT BILLING - JANUAR	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JANUARY 2024	33.68	108268
591-175.000-801.000	PRINTING/POSTAGE AND HANDLING -	DELAWARE SYSTEMS	PRINTING/POSTAGE AND HANDLING - MARCH 2	662.13	108269
591-175.000-801.000	BPU CLEANING - MARCH 2024	EAST 2 WEST ENTERPRISES, I	BPU CLEANING - MARCH 2024	65.00	108274
591-175.000-801.000	METER INSTALLMENT 91 MARION ST	MICHIGAN GAS UTILITIES	METER INSTALLMENT 91 MARION ST	200.00	108299
591-175.000-801.000	UTILITY EXCHANGE REPORT/WEB ACCE	ONLINE INFORMATION SERVICE	UTILITY EXCHANGE REPORT/WEB ACCESS FEE	28.22	108301
591-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS MARCH 2	147.39	108301
591-175.000-801.000	CREDIT CARD PROCESSING FEES - MA	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - MARCH 202	95.26	642
591-175.000-801.000-215006	ADMIN SERVICES FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICES FOR CDBG GRANT	640.00	108262
591-175.000-802.000	SONIT NET ADMIN MAR 2024	SONIT SYSTEMS, LLC	SONIT NET ADMIN MAR 2024	215.62	108311
591-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 3-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 4-24	126.28	108319
591-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEI	175.00	108319
591-175.000-850.000	TELEPHONE - WATER	ACD.NET	TELEPHONE - 45 MONROE STREET	50.00	108258
591-175.000-850.000	TELEPHONE - WPT 401 HILLSDALE ST	ACD.NET	TELEPHONE - WPT 401 HILLSDALE STREET	96.78	108258
591-175.000-850.000	MONTHLY VERIZON BILL - APR 24	VERIZON WIRELESS	MONTHLY VERIZON BILL - APR 24	137.65	108320
591-175.000-880.000	COMMUNITY PROMOTION - MARCH 2024	MCKIBBIN MEDIA GROUP, INC.	COMMUNITY PROMOTION - MARCH 2024	62.50	108296
591-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	33.43	826
591-175.000-920.400	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SEI	11.22	827
591-175.000-920.400	503214966 - 45 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	96.37	832
Total For Dept 175.000 ADMINISTRATIVE SERVICES				7,800.77	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	FLASHLIGHTS	AMAZON CAPITAL SERVICES, I	17/16 IMPACT, MILWAUKEE FLASHLIGHTS, PLF	99.16	108260
591-544.000-740.000	FUEL - MARCH 2024	WATKINS OIL COMPANY, INC.	FUEL - MARCH 2024	888.42	108325
591-544.000-930.000	REPAIRS & MAINTENANCE	ETNA SUPPLY COMPANY	COUPLING	2,394.00	108276
591-544.000-930.000	COUPLING	ETNA SUPPLY COMPANY	COUPLING	832.00	108276
591-544.000-930.000	SWITCH, PRESSURE - 60 PSI, DUA/F	JACK DOHNEY COMPANIES	SWITCH, PRESSURE - 60 PSI, DUA/FREIGHT	154.56	108290
591-544.000-930.000	2 MALE ADPT COMP MIPTXCOMP PJ/2T	MICHIGAN PIPE & VALVE	2 MALE ADPT COMP MIPTXCOMP PJ/2THD BRAS	193.21	108300

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 04/11/2024 - 04/11/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 544.000 DISTRIBUTION					
591-544.000-930.000	10C900 PIPE PVC/10 LUG DUAL USA	MICHIGAN PIPE & VALVE	10C900 PIPE PVC/10 LUG DUAL USA C900/1C	3,397.18	108300
591-544.000-930.000	MISC TIRE/TIRE DISPOSAL FEE	PARNEY'S CAR CARE, LLC	MISC TIRE/TIRE DISPOSAL FEE	205.72	108302
591-544.000-930.000	SHUT OFF TOOL COMBO 85 & 70	USABLUEBOOK	SHUT OFF TOOL COMBO 85 & 70	953.95	108318
591-544.000-930.990	LSL REPLACEMENTS WITH RJT CONSTR	RJT CONSTRUCTION CO.	LEAD SERVICE LINE REPLACEMENTS TO FINIS	2,467.50	108310
Total For Dept 544.000 DISTRIBUTION				11,585.70	
Dept 545.000 PURIFICATION					
591-545.000-920.400	504558065 - 401 HILLSDALE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 401 HILLSDALE	446.77	830
Total For Dept 545.000 PURIFICATION				446.77	
Total For Fund 591 WATER FUND				482,162.94	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	51.35 TON OF SALT	3,180.11	108270
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	50.22 TON SALT	3,110.12	108270
633-000.000-101.000	COLD PATCH	UNIQUE PAVING MATERIALS CC	20.11 TON COLD PATCH	2,625.36	108317
633-000.000-101.000	COLD PATCH	UNIQUE PAVING MATERIALS CC	17.47 TON COLD PATCH	2,131.34	108317
Total For Dept 000.000				11,046.93	
Total For Fund 633 PUBLIC SERVICES INV. FUND				11,046.93	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	IND GAS, MEDIUM	PURITY CYLINDER GASES, INC	IND GAS, MEDIUM	80.28	108308
640-443.000-730.000	CYLINDERS FOR #42	AUTOMOTIVE SERVICE CO.	CYLINDERS FOR #42	1,014.12	108261
640-443.000-730.000	FASTNERS AND ANCHORS FOR #70	GELZER HJ & SON INC	FASTNERS AND ANCHORS FOR #70	0.76	108279
640-443.000-730.000	REFLECTIVE NUMBERS FOR #70	GELZER HJ & SON INC	REFLECTIVE NUMBERS AND PAINT FOR BENCHE	4.96	108279
640-443.000-730.000	FILTERS FOR DPS	PERFORMANCE AUTOMOTIVE	FILTERS FOR DPS AND DART	905.54	108305
640-443.000-740.000	DPS FUEL	WATKINS OIL COMPANY, INC.	FUEL FOR DPS/ASSESSING/ZONING/ENGINEERI	1,278.11	108325
640-443.000-801.000	INSTALLATION OF NEW EQUIPMENT IN	RAYLECOM COMMUNICATIONS, I	INSTALLATION OF NEW EQUIPMENT IN BOOM T	250.00	108309
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				3,533.77	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				3,533.77	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS LEAVE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - APRIL 2024	290.01	834
699-441.000-715.000	LIFE INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - APRIL 202	113.68	836
699-441.000-721.000	DISABILITY INSURANCE - DPS LEAVE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE - APRIL 202	122.80	836
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				526.49	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				526.49	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

EXP CHECK RUN DATES 04/11/2024 - 04/11/2024

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

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

Fund 101 GENERAL FUND	130,476.26
Fund 202 MAJOR ST./TRUNK	166.99
Fund 203 LOCAL STREET FUND	136.72
Fund 208 RECREATION FUND	2,004.97
Fund 247 TAX INCREMENT FUND	252.56
Fund 271 LIBRARY FUND	2,030.23
Fund 401 CAPITAL IMPROVEMENT	6,839.26
Fund 408 FIELDS OF DREAM	1,687.59
Fund 481 AIRPORT IMPROVEMENT	25,281.95
Fund 582 ELECTRIC FUND	86,432.56
Fund 588 DIAL A RIDE	2,799.54
Fund 590 SEWER FUND	54,054.67
Fund 591 WATER FUND	482,162.94
Fund 633 PUBLIC SERVICES	11,046.93
Fund 640 REVOLVING MOBILITY	3,533.77
Fund 699 DPS LEAVE AND BENEFIT	526.49

Total For All Funds:	<u>809,433.43</u>
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CITY COUNCIL MINUTES

City of Hillsdale
April 15, 2024
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

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

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

Also Present: David Mackie (City Manager), Tom Thompson (City Attorney), Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (Chief HCPD/HCFD), Mark Hawkins (HCFD Deputy Chief), Kim Thomas (Assessor), Brandon Janes (I.T.), Peter Merritt (City Treasurer), Doug Ingles (County Commissioner), Patricia Gardon, Pam Tippner, Don Tippner, James Roan, Blake Roan, Ben Cuthbert, Ian Church, Todd Williams, Cindy Merritt, CJ Toncray and Gerald Murray II.

Approval of Agenda

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

All ayes. Motion carried.

Public Comment

Gerald Murray II, asked about the Special Assessment District procedures.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of March 28, 2024 - \$1,598,913.73
 - 2. Payroll of April 11, 2024 - \$192,218.36
- B. City Council Minutes of April 1, 2024
- C. Finance Minutes of April 1, 2024
- D. Budget Work Session Minutes of April 8, 2024
- E. Street & Sidewalk Closure for Hillsdale College Commencement
- F. CAPA 5k Glow Run

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

Roll Call:

Councilman Paladino	Aye
Councilwoman Pratt	Aye
Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrissey	Aye

Motion passed 9-0

Communications/Petitions

- A. BPU Press Release
- B. 2024 Electronics Recycling Event
- C. Food Truck – Solicitor & Peddlers Registration
- D. MRC Spring Newsletter
- E. Hillsdale County Commissioner Update- Doug Ingles

Commissioner Ingles reported on the Lifeways building and county property located near 25 Care Drive.

Introduction and Adoption of Ordinances/Public Hearings

- A. Public Hearing- Ordinance Amendment for Parking Violations Fines

On March 12th, 2024, The City of Hillsdale Public Services Committee (PSC) met to discuss parking fines and noted the City has not adjusted parking fines in many years. The Committee reviewed all parking fines pertaining to Section 32-56 through and including Section 32-57 of Article II of Division II, Chapter 32 of the Code of Ordinance of the City of Hillsdale. After considerable discussion, the Public Services Committee recommended to amend and raise all parking fines from \$10 to \$20 and handicap parking violations from \$50 to \$75.

Mayor opened podium at 7:12 p.m.

With no public comment Mayor closed podium at 7:13 p.m.

Motion by Councilman Socha, support by Councilman Vear, to approve the Ordinance Amendment to increase the parking violations as presented. **Ordinance 2024-06.**

All ayes. Motion carried.

- B. Public Hearing- Special Assessment Districts 2022-07 Westwood Area, 2024-08 St. Joe/Griswold St. Assessment Roll Confirmation

Council received plans for proposed street improvements in the Westwood area to be partially funded by special assessment at a meeting held October 3, 2022. An opportunity for all interested persons to be heard was given. At that time, Council adopted resolution 3516 (SAD 22-07) establishing the Westwood Area Special Assessment District (SAD) and directing the work to be completed.

Council also received plans for proposed street improvements to W St. Joe and Griswold Streets to be partially funded by special assessment at a meeting held August 21, 2023. Following a public hearing, Council adopted resolution 3572 (SAD 2024-08) establishing the W St Joe/Griswold SAD and directing that work to be completed.

The City Engineer estimated the costs of the projects and forwarded them to the Assessor for certification of the assessments to be confirmed by Council. The breakdown for each district based on the estimated total costs are as follows:

District	Total Bid Cost	50%	# of Parcels	Per Parcel Share
22-07	\$2,670,533.00	\$1,335,266.50	83	\$16,087.55
2024-08	\$1,098,488.12	\$549,244.06	44	\$12,482.82

Mayor opened podium at 7:17 p.m.

Pat Tippner commented her concerns of transportation as the project on Westwood commenced.

Ian Church, 109 Cold Springs Cir., asked council for mercy on the assessment as he has three parcels which one is shared with two (2) other residents. Church said it would be a hardship on his family and asked council to reduce the assessment.

James Roan, 70 W. St. Joe St., asked Council what the purpose was for the reconstruction and asked about parking during construction. He also shared about a project 20 years ago.

Ben Cuthbert, 115 Cold Springs Cir., supported Mr. Church and asked council to forgive a portion of his full assessment and reduce his amount from \$8333 to \$5000.

Gerald Murray II, commented he didn't receive initial notice of Stablishing the S.A.D. and he asked why the streets were being funded and done by special assessments. He mentioned about the potential parking issue during construction as he has multiple unit parking.

Patricia Gardon, 28 Glendale St., asked about the Westwood area Special Assessment District. She inquired about how the special assessments were formed by which is lot by lot, property by property.

With no other public comment Mayor closed podium at 7:34 p.m.

Lengthy Council discussion ensued.

Kim Thomas, City Assessor explained how Mr. Church's properties were assessed. She mentioned that the joint property he is co owning they property owners are also paying more for their assessment.

Councilman Vear commented on tax parcels, combined/joint property owners and tax bills.

Councilman Stuchell commented that Mr. Church has come to Council to ask for a reduction in his assessment. He also asked Thomas if the other owners in that joint property have come and asked for a reduction. Thomas stated owners haven't.

City Manager Mackie, commented that the City provided a couple solutions to split the lot is appropriately from over a year ago. The owners didn't want to go with those options. Mr. Mackie stated the City staff tried to do what is appropriate for the City while reviewing the legal options. Mackie stated he wouldn't recommend granting them an exemption as it would be granting a special favor to Mr. Church.

Council discussion ensued on revenues for the street funding.

Councilman Sharp asked Ms. Thomas about the Special Assessment threshold and if the other Cities have the same.

City Assessor Thomas stated the City of Hillsdale is up to \$5000 set by policy, other cities she looked at were up to \$15,000.

Councilman Stuchell commented that not everyone comes to Council to ask for an exception. He mentioned that everyone doesn't come to Council for an exception Mr. Church has.

Councilman Socha stated he is in the middle on this issue with Mr. Church's properties. He feels other residents have come and expressed their concerns and burdens and yet Council voted for the Special Assessment Districts. He was concerned with the precedents are being set if the exception is made.

Councilman Wolfram stated this is a unique situation no precedents would be set.

Councilman Paladino stated that council was in the business of exemptions, subsidies and tax breaks to wealthy developers and it's about who we want to support.

Motion by Councilman Paladino, support by Mayor Stockford, to strike and remove 109.7 Cold Springs Circle from the Assessment roll for Special Assessment District 2022-07.

More Council comments followed.

City Manager Mackie commented his recommendation is not to support the motion.

Thomas gave clarification property on parcel #006-227-177-09.

Motion by Councilman Paladino, support by Mayor Stockford, to strike and remove 109.7 Cold Springs Circle from the Assessment roll for Special Assessment District 2022-07.

Roll Call:

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

Motion passed 6-3

Motion by Councilman Vear, support by Councilman Socha, to approve the assessment roll as amended for Special Assessment District 2022-07 Westwood area. **Resolution #3591.**

Roll Call:

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

Motion passed 5-4

Assessor Thomas stated the resolution will need to be adjust to \$402,500 from 405,000.

Motion by Councilman Sharp, support by Councilman Vear, to approve the assessment roll as presented for Special Assessment District 2024-08 St. Joe/Griswold St. **Resolution #3592.**

Roll Call:

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

Motion passed 6-3

C. Adoption of Renewable Energy Systems Ordinance

Alan Beeker, Planning Administrator, reported with the growing need and popularity of renewable energy sources, the Planning Commission has amended Secs. 36-431 & 36-432. The PC saw Renewable Energy Systems becoming a viable use for both commercial and residential property owners in the future. The ordinance was initially presented to Council for adoption on 12/3/2023. Council sent it back to Planning Commission with directives to make amendments to the proposed ordinance. The included ordinance reflects the new guidelines and Council directives for Renewable Energy Systems.

Motion by Councilman Paladino, support by Councilman Vear, to approve the ordinance amendment for Principle Residences and Use and Occupancy Permits.

Motion by Councilman Sharp, support by Councilman Morrissey, to adopt the Renewable Energy Systems Ordinance.

All ayes. Motion carried.

Old Business

A. Emergency On-Call Holiday City Agreement

Jake Hammel, Electric Superintendent. The HBPU electric department was been approached by AMP to consider providing after hours emergency services to the Village of Holiday City OH. The contract would be would be between AMP and the City of Hillsdale BPU. Agreement has a 90 day clause.

Motion by Councilman Sharp, support by Councilwoman Pratt, to approve the Emergency On-Call Holiday City Agreement as presented.

All ayes. Motion carried.

B. Closed Session

Motion by Council Paladino, support by Councilwoman Pratt move the item to New Business as item F. Closed Session- Purchase of Real Property.

All ayes. Motion carried.

New Business

A. Resolution to Amend PACE Program & Report

On July 15, 2019, Council established a PACE Program in the City of Hillsdale. Property Assessed Clean Energy, or PACE, is a long-term financing tool for commercial property owners to pay for energy efficiency, water efficiency, and renewable energy upgrades. Commercial property owners desiring to make these improvements can obtain 100% pre-funding for energy savings upgrades on their facilities and pay back the PACE loan through a special assessment on their property taxes. Public Act 270 of 2010 authorizes local units of government to adopt PACE Programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan, LLC, currently administers the City of Hillsdale's PACE program at no charge to the City of Hillsdale. The City was recently contacted by Lean & Green Michigan, LLC, to inform us of amendments to the PACE statute that went into effect in February 2024. They have updated our PACE Program Report to reflect these changes.

Todd Williams Lean & Green Representative reviewed the PACE program and changes to the program.

Motion by Councilman Socha, support by Councilman Vear, to amend the PACE program & report. **Resolution #3593.**

All ayes. Motion carried.

B. Resolution to Amend Resolution Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadows Drive

Sam Fry, Economic Development Coordinator, reviewed on November 20, 2023, Council adopted Resolution No. 3579 Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadow Drive. The project developer, Allen Edwin Homes, has filed Articles of Incorporation for SDI WFH Hillsdale, LLC, which will be used to manage its properties located in Hillsdale, Michigan. Ownership and agreements will be under one name for submission to MSHDA. The resolution and the restrictive covenant they signed with the city will need updated with the new entity name.

Motion by Councilman Socha support by Councilwoman Pratt, to approve the resolution to amend the resolution for the Workforce Housing Development and update the entity name to SDI WFH Hillsdale, LLC as presented. **Resolution #3594.**

All ayes. Motion carried.

C. City Hall & BPU Cleaning Contract

Sam Fry, Economic Development, reported City staff put out a Request for Proposals (RFP) for contractual cleaning services for City Hall and BPU Offices on February 28, 2024, since the current cleaning contract with East2West Enterprises, Inc. expires on April 30, 2024. The scope of cleaning services requested by staff stayed the same as the prior RFP, with the only minor change being that the BPU requested weekly cleaning, rather than the two cleanings per month that they are receiving now. One company, East2West Enterprises, Inc., submitted a bid in response to the published RFP. East2West Enterprises, Inc. is the company which has provided contractual cleaning services for City Hall and the BPU Offices since 2019, and staff are satisfied with the work they have performed. The cost for cleaning City Hall is \$675/mo. and the cost for cleaning the BPU offices is \$300/mo., these prices are fixed for the duration of the contract. The City and BPU each pay for their respective cleanings from their contractual services/building maintenance budgeted funds.

Motion by Councilman Sharp, support by Councilman Socha, to approve the cleaning contract with East2West Enterprises, Inc as presented.

Roll Call:

Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrissey	Aye
Councilman Paladino	Aye
Councilwoman Pratt	Aye
Councilman Sharp	Aye

Motion passed 9-0

D. BPU Trucks Bid Award

Jake Hammel mentioned staff was looking to replace two pickups. One is for the WWTP and the other for Electric Department. BPU went out for bids on a double cab GMC (or similar) which offers a four door cab. Invitations to bid were posted on bidnet, the City's web page, and sent to

local dealers. Seven bids were received. The low bidder with add-ons was Stillwell Ford at \$44,713.88 per truck. Both departments have funds set aside for these purchases.

Motion by Councilman Sharp, support by Councilwoman Pratt, to approve the two (2) BPU Truck purchase from Stillwell Ford in the amount of \$44,713.88 for each truck.

Roll Call:

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

Motion passed 9-0

E. Noise Variance Request – Hinkley/Adams Wedding

Courtney Hinkley requested a noise variance for her and Garrett Adams wedding on May 18, 2024 held at Mrs. Stock’s Park. They plan on having a D.J paying from 4:00 p.m. until midnight.

Motion by Councilman Socha, support by Councilman Sharp, to approve the noise variance for the Hinkley/Adams wedding on May 18, 2024.

By a voice vote, the motion passed unanimously.

F. Closed Session – Purchase of Real Property 8:38 p.m.

Motion by Councilman Socha, support by Councilman Vear, to go into closed session for the purpose of discussion of purchase of real property.

By a voice vote, the motion passed unanimously.

Out of closed session 9:14 p.m.

Motion by Councilman Socha, support by Councilman Sharp, to resume meeting.

By a voice vote, the motion passed unanimously.

Miscellaneous Reports

- A. Proclamations – None
- B. Appointment- None
- C. Other- None

General Public Comment

None

City Manager Report

City Manager David Mackie updated Council on budget workshop on April 22, 2024 at 6:00 p.m. covering budget from DPS, BPU, Streets, and Library.

Downtown parking issue for court hearing and funeral tomorrow at 10:00 a.m.

Council Comment

None

Adjournment

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

By a voice vote, the motion passed unanimously.

The meeting adjourned at 9:19 p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

DRAFT

Airport Advisory Committee

Regular meeting

April 13,2024

MINUTES:

- I. Call to order
 - A. Members present: Ginger Moore, David Hambleton, Troy Brocato, Kent Heise, Matt Cheely, Marty Beeker, Darryl Hart
 - B. Members absent: David Mackie
 - C. Public: Steve Boyd

- II. Consent agenda; Motion passed
- III. Public Comment: None
- IV. Manager's report:
 - A. Fuel sales January – March 2024 Jet A = 8,607 gallons, 100LL = 780 gallons
 - B. New Terminal construction scheduled to begin Early May 2024
 - C. Arconcepts won "Project of the Year" award for new Airport Terminal design.
 - D. RFQ consultant procurement was awarded to RS&H
 - E. New Flight school to open doors sometime in May 2024
 - F. Discussion of having some Military do training at airport.

- V. Line Manager report:
 - A. Tour progress of Corporate Hangar renovation. Steve Boyd

- VI. Old Business: No old business
- VII. New Business:
 - A. Discuss tugs for moving large aircraft
- VIII. Meeting adjourned.

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: April 15, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrissey

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

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 265: Disconnect electrical box for siren for roofing project

Department 336: Self-contained breathing apparatus set up

Department 701: Bill to property owner

Fund 208

Department 751: License to sell food. Paid to county health department

Fund 582

Department 000: Program to help low-income people pay utility bill

Department 175: Change rugs at 45 Manning St BPU office

Department 544: Line-man apprentice school for two personnel

Fund 590

Department 546: Build ingress and egress to catch basin

Fund 591

Department 000: CDBG Grant for water valves and sanitary sewer

Motioned by Morrissey seconded by Wolfram to approve.

Motion passed 3-0.

Motioned by Morrissey and seconded by Wolfram to adjourn.

Motion passed 3-0.

Adjournment 6:44 PM

Minutes prepared by Gary Wolfram



**Cemetery Board
Minutes**

**2nd Floor Conference Room
City Hall**

May 1, 2024
2:00 p.m.

Call to Order:

The meeting was called to order by Jason Blake at 2:01 p.m.

Board members present:

DPS Director Jason Blake, Carol Lackey, Richard Smith, John Barrett, JoAnne Miller.

Board members absent:

None

Also present were:

Cemetery Sexton Frank Engle, City Clerk Katy Price, Sara Yacks

APPROVAL OF MINUTES

Motion by Barrett, seconded by Lackey, to approve the November 1, 2023 Cemetery Board Minutes.

All ayes, motion passed.

PUBLIC COMMENT

None

OLD BUSINESS

A. New Signs Installed

Cemetery Sexton, Frank Engle reported all the new signs have been installed at both cemeteries. Two (s) signs at Lakeview and one (1) at Oak Grove.

B. Oak Grove Benches

Engle state the benches have been reinstalled and there is cement under the benches to help secure them. Lackey gave a brief background on the benches.

C. Water Service

Engle reported water service is turned on at both cemeteries. Water is available at the front of cemeteries only.

D. Flags (both poles and veterans)

Engle stated the flags are on the poles currently. The department takes them down over the winter months to help preserve them.

E. Spring Clean up

It was reported that the cleanup went smoothly and Engle had a only a few phone calls. It took place over the March 13th week.

NEW BUSINESS

None

INFORMATION ONLY

Wreaths Across America program went very well in December. Lots of volunteers and everything went smoothly. WAA is scheduled for this year. They have expanded to St. Anthony Cemetery and also Reading Cemetery.

Further Board discussion ensued on the program.

Discussion on GPR machine to locate graves and persons in Section 20 of Oak Grove Cemetery, Tree planting in the new section and sales at Lakeview Cemetery.

Engle mentioned the MAMC (Cemetery) Conference in Frankenmuth, Michigan, August 21-23, 2024.

ADJOURNMENT

Motion by Lackey, supported by Smith to adjourn.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 2:28 p.m.

Respectfully submitted,

Katy Price, City Clerk

CITY COUNCIL MINUTES

City of Hillsdale
Council Chambers
April 22, 2024
6:00 P.M.

Budget Work Session

Call to Order and Pledge of Allegiance

Council Members present: Tony Vear, Ward 1
R. Gregory Stuchell, Ward 1
William Morrissey, Ward 2 (Mayor Pro Tem)
Bruce Sharp, Ward 3
Gary Wolfram, Ward 3

Also present were: City Manager David Mackie, Karen Lancaster (Finance), Rebekah Dobski (Library Director) Jake Hammel (Electric Superintendent), Jeff Gier (WWTP Superintendent), Jason Blake (DPS Director), Kristin Bauer (City Engineer).

Public Comment

No public comments were offered.

Department Budget Presentations

City Manager Mackie and Finance Director Lancaster reviewed the proposed 2024-25 budget as presented from the Library, DPS, and Engineering as well as Utility budgets.

City department directors spoken on their department budgets and answered any questions that Council had.

Discussion ensued on street funding, budget process and requirements.

Public Hearing will be held on May 20, 2024 to hear comment from the public.

June 3, 2024 Council will consider the budget for approval.

Public Comment

No public comment

Adjournment

Mayor Pro Tem Morrissey, seconded by Council Member Sharp, moved to adjourn the meeting. By a voice vote, the motion passed unanimously.

The meeting adjourned at 7:28p.m.

William Morrissey, Mayor Tem

Katy Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item #: Consent Agenda

SUBJECT: E St Joe/Griswold Testing Services

BACKGROUND PROVIDED BY STAFF: Kristin Bauer, City Engineer

PROJECT BACKGROUND:

The City Engineer developed a Request for Proposal (RFP) for Testing Services associated with a project in W St Joe/Griswold Streets. This testing is required as part on the Michigan Department of Transportation (MDOT) – Local Agency Project program.

This RFP requested the Consultant provide all services necessary for construction materials engineering and testing services on the aggregates, concrete, asphalt including all required density testing per the MDOT specifications.

Pricing related to this RFP was requested through BIDnet and several direct contacts of firms that previously worked with the City on similar projects. Two (2) Engineering firms provided pricing to the city on April 17, 2024 and are presented below:

CONSULTANT	HOURLY FEES	LABORATORY FEES	GRAND TOTAL
Materials Testing Consultants (MTC)	\$22,105	\$2,452	\$24,577
NTH Consultants, Ltd	\$42,144	\$6,888	\$49,032

RECOMMENDATION:

Staff recommends City Council award this testing work to MTC of Ann Arbor, MI for \$24,577 with an additional contingency amount of \$5,423 for a total of \$30,000.

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024
Agenda Item: Consent Agenda
Subject: Right of Way Use, 5k for Cancer

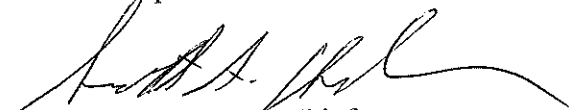
Background:

Shawn Doll has made a right of way use request for Shawn's 5k walk/run for cancer at Sandy Beach. Staging is at the Sandy Beach Pavilion with the walk/run starting at 10:00 a.m. Route will be the walk path to Barnard St. and back. Use request is for the pavilion, tables, and bathrooms on September 21, 2024 from 9:00 a.m. through 1:00 p.m.

Recommendation:

Approval is recommended at this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

Staff Use Only

Recommendation for Issuance

Approved Denied

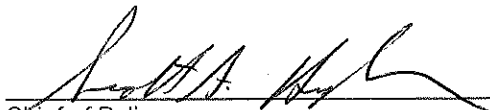
Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

Fee Received \$ _____

City Clerk

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

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

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242

or email to: publicservices@cityofhillsdale.org

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

City of Hillsdale Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item: Consent

SUBJECT: Hillsdale College Street Closure Agreement – Commencement

BACKGROUND: Michelle Loren, Recreation Director

Hillsdale College has submitted a Right of Way permit requesting the closure of Hillsdale Street and adjacent sidewalks between Galloway Street and Barber Drive for the 2024 Commencement Ceremony as well as an alternative route closing Oak St. and E. College St. and adjacent sidewalks between Academy Lane and Union St. The closure(s) will take place beginning at 6:00 a.m. and ending at 7:00 p.m. on May 11, 2024 pursuant to TCO #2024-28 approved by Council at a regular meeting held on April 15, 2024.

The agreement has been reviewed and approved by legal counsel.

RECOMMENDATION

I recommend Council approve the agreement as presented and authorize signatures by the Mayor and Clerk.

STREET/SIDEWALK USE AGREEMENT
Hillsdale College
2024 Commencement Ceremony
May 11, 2024

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (“Hillsdale”) and Hillsdale College, 33 E. College St., Hillsdale, Michigan 49242.

Preamble

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

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

Hillsdale College desires to hold an event requiring the closure of Hillsdale Street between College Street and Barber Drive and adjacent sidewalks for the purpose of its Commencement Ceremony on Saturday, May 11, 2024 with the cleanup activities to be conducted and finalized within a specified period following the end of the event. In the event the location needs to be relocated the event will require the closure of Oak Street between E. College Street and Academy Lane.

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

Hillsdale has determined that it is in its best interests and the interests of the general public to allow Hillsdale College to use the above mentioned streets as the site from which it may conduct its proposed events, and Hillsdale College has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets and adjacent sidewalks during specified periods on May 11, 2024, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. the closure of Hillsdale Street and adjacent sidewalks between E. College Street and Galloway Drive beginning at 6:00 a.m. and ending at 7:00 p.m.

on May 11, 2024, for the purpose of holding Hillsdale College Commencement Ceremony.

- b. the closure of Oak Street and adjacent sidewalks between Academy Lane and Union Street from 6:00 a.m. until 7:00 p.m. as an alternative to the above should the location change.

2. Hillsdale further agrees that it shall temporarily close Hillsdale Street and adjacent sidewalks between College Street and Barber Drive by Traffic Control Order 2024-28 passed by City Council on April 15, 2024 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement. Hillsdale further agrees that it shall temporarily close Oak Street and adjacent sidewalks between E. College Street and Academy for an alternative commencement location between the hours set forth for the area in subparagraph b. of paragraph 1 of this agreement pursuant to Traffic Control Order 2024-28 approved by City Council on April 15, 2024.

3. The College shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the above mentioned streets as shown on the attached Exhibit A, in order to close off the streets to motor vehicle traffic and the adjacent sidewalks to pedestrian traffic between 8:00 a.m. and 6:00 p.m. on Saturday, May 11, 2024.

4. Hillsdale College agrees to and shall be solely responsible for obtaining, posting, and paying the fees for all applicable and necessary permits and barricade rental fees, including but not limited to those that might be required by the Federal Highway Administration, the placement of barricades, the posting of signs, as well as any rules, regulations and requirements, or other conditions that might be required by any state, county, or local statute, ordinance, rule or regulation.

5. Hillsdale College agrees that immediately following the end of the events and at its sole expense, it shall promptly remove or cause the removal of all equipment, barricades, signs, and other items pertaining to the closures. Hillsdale College shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades that Hillsdale's Police Department has placed to block Hillsdale Street from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

6. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from the Hillsdale Street/Oak Street closure(s) and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Sunday, May 12, 2024.

7. Hillsdale College agrees to abide by all applicable statutes, ordinances, rules, and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portion of Hillsdale Street.

8. Hillsdale College agrees that it shall not permit any street other than the described portions of Hillsdale Street and Oak Street and adjacent sidewalks to be blocked or obstructed. Further, Hillsdale College agrees to and shall confine its proposed event

activities solely to Hillsdale Street between College Street and Barber Drive or Oak Street between E. College Street and Academy Lane.

9. Hillsdale College agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of all damage to private or public property, whether real or personal, that results from or because of Hillsdale College's proposed event, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items.

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

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

12. Hillsdale College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of One Million and 00/100 (\$1,000,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale College's presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

13. Hillsdale College shall carry and provide all worker's compensation insurance coverage at its sole expense for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any activities under this contract.

14. Hillsdale College represents to Hillsdale that it intends to use the described area for the purpose of conducting Hillsdale College Commencement activities. In reliance on Hillsdale College's representations and its other promises as contained in this agreement, Hillsdale hereby grants and Hillsdale College hereby accepts the exclusive control over the described portion of Hillsdale Street and Oak street and the adjacent sidewalks and the activities therein, it being the intention of the parties that Hillsdale College is and shall be solely responsible for maintaining the described areas and regulating all activities therein so as to keep them in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of the general public and others using or within said area or any of its facilities, products or activities.

15. Hillsdale College further agrees to and shall defend, indemnify, and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees, and related expenses, as a result of actual or claimed personal injury, including

death, property damage, or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

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

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

16. Hillsdale College agrees that any and all documents provided to Hillsdale under this agreement are subject to disclosure and hereby expressly consents to Hillsdale's reproduction and release of such documents in response to a request under the Freedom of Information Act.

17. Hillsdale College agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale College at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity, or under this contract, by giving written notice of termination to Hillsdale College if the latter should:

- (a) be adjudged bankrupt;
- (b) become insolvent or have a receiver of its assets appointed;
- (c) make a general assignment for the benefit of creditors;
- (d) default in the performance of any obligation under this contract;
- (e) breach any covenant under this contract;
- (f) institute or suffer to be instituted any procedures for reorganization of its affairs;
- (g) fail to perform any of its obligations to Hillsdale under this contract to Hillsdale's satisfaction.

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

Notice of termination pursuant to the forgoing provisions shall be provided to Hillsdale College in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: Hillsdale College, 33 College Street, Hillsdale, Michigan 49242.

18. All notices from Hillsdale College to Hillsdale shall be in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the

following address: David Mackie, Hillsdale City Manager, 97 N. Hillsdale Street, Hillsdale, Michigan 49242.

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

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

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Pewé,
Chief Administrative Officer
Hillsdale College

Dated: April _____, 2024

Katy Price, Clerk
City of Hillsdale

Dated: April _____, 2024

City of Hillsdale Agenda Item Summary

MEETING DATE: May 6, 2024

AGENDA ITEM: Consent

SUBJECT: Hinkley-Adams Park Use Agreement – Stock’s Park Wedding and Reception

BACKGROUND: Michelle Loren, Recreation Director

Courtney Hinkley and Garrett Adams have requested use of Mrs. Stock’s Park for a wedding ceremony and reception on Saturday, May 18, 2024. The use agreement has been approved by the City Attorney.

RECOMMENDATION:

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

**AGREEMENT FOR USE OF PARK
MRS. STOCK'S PARK**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (City) and Courtney Hinkley and Garrett Adams, of 3481 W. Bacon Rd., Hillsdale, MI 49242 (Renters) this ____ day of May, 2024.

Preamble

The City owns, regulates and is responsible for the use, care and maintenance of parks within its corporate boundaries and otherwise under its jurisdiction. Renters is desirous of utilizing Mrs. Stock's Park for and in connection with a wedding ceremony and reception. Approximately 250 people are expected to attend or participate. The event is to take place on Saturday; May 18, 2024 and Renters shall have nonexclusive access to the park commencing at 7:00 a.m. and ending at 11:59 p.m. on that date. Renters shall be solely responsible for the provision of a tent, tables and chairs for the use of attendees and participants at their sole expense. To that end, Renters will be solely responsible for contracting or otherwise providing any tent, tables and chairs that they intend to use. Renters shall also be solely responsible for the provision of any food and drink for their guests' consumption. Renters shall be solely responsible for the quality and safety of each of the foregoing at their sole expense and on the terms and conditions hereinafter set forth:

Agreement

1. In consideration of the payment of a Park Usage Fee of \$400.00 and the posting of a \$150.00 damage deposit, receipt of which is hereby acknowledged, City agrees to allow Renters to use Mrs. Stock's Park on a nonexclusive basis on May 18, 2024 commencing at 7:00 a.m. and ending at 11:59 p.m. on that date solely for the purposes and on the terms and conditions stated in the Preamble and herein, all of which the Renters acknowledge, accept and agree are binding on them..
2. Renters hereby assume, agree to be and shall be solely responsible for the control and supervision of the proposed event and all associated activities within Mrs. Stock's Park during the term of the usage agreement.
3. Renters acknowledge the pristine nature of the park, and the fragility, delicateness, and vulnerability to damage of many of the features within the park, including but not limited to the structures, statuary, flowerbeds, flowers and other plantings within it; Renters assume responsibility for the protection of such improvements from damage during its presence in the park under the agreement.
4. Renters acknowledge that that there are no restroom facilities at Mrs. Stock's Park other than a single portable unit, and that the City does not and will not provide tents, tables, chairs or other equipment for use by Renters, their agents, servants, employees, guests, invitees, event attendees or participants during the time of the scheduled event. Renters further acknowledge that they, at their sole expense, shall provide additional portable restroom facilities as are necessary to meet the needs of those in attendance, as well as any a tents, tables, chairs and related equipment as she may require for use during the scheduled event; provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within the park.
5. Renters agree that they shall, at their sole expense, remove or cause the removal all portable restroom facilities, tents, tables, chairs and other items that he places or causes to be placed in Mrs. Stock's Park as soon as possible following the event but, in no case later than 12:00 p.m. on May 19, 2024 Renters further agree that they, at their sole

expense, are and shall be solely responsible and liable for the repair and restoration of any damage caused by their and/or their agents, servants, employees, guests, invitees and event attendees and participants to private or public property, including the park or any part thereof, as well as all costs associated therewith.

6. Renters agree to and shall, at the conclusion of their event and at their sole expense, clean up and remove or cause the cleanup and removal of all garbage, trash, litter and other items that are placed or left in the park by them, their agents, servants, employees, guests, invitees and event attendees and participants.

- A. Renters shall complete or cause the completion of the cleanup and restoration no later than 12:00 p.m. on May 19, 2024 and leave the park in a condition equal to or better than existed immediately prior to their event; provided, that should Renters fail to complete or cause the completion of all such cleanup and restoration as provided herein, the City may, if it so elects, complete the cleanup and restoration at Renters' expense.

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

7. Renters represent that the name, address and telephone number of Renters' authorized representatives are as follows:

Courtney Hinkley and Garrett Adams

Address: 3481 W. Bacon Rd.
Hillsdale, MI 49242

Telephone Number: 517-398-4505

8. At the time of execution of this Agreement and as a condition precedent to its effectiveness, Renters shall provide City with proof of public liability and property damage insurance with a single limit of liability for bodily injury and property damage of not less than One Million and 00/100 (\$1,000,000.00 each incident), with City designated therein as a named insured.

9. Renters agree to and shall defend, indemnify and hold City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses resulting from actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature that are or are claimed to be a proximate result of the Renters' negligence, gross negligence or intentional acts or omissions and/or the negligence, gross negligence or intentional acts or omissions of their agents, servants, employees, guests, invitees, event attendees or participants that occur because of, during, or that otherwise arise or are claimed to have arisen as a result of Renters' use of such

reserved area and/or the use of any portable restroom facilities, tents, tables, chairs, other equipment, food or drink placed or provided by Renters or any of their agents, servants, employees, guests, invitees, event attendees or participants, whether or not such damages or injuries, including death, are claimed or proven to have been caused in part by the alleged or actual negligence, gross negligence or intentional acts or omissions of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Renters shall not be obligated to indemnify the City of Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence, gross negligence or intentional acts or omissions of the City of Hillsdale, its employees, agents, servants, or representatives.

- 10. Renters further represent and covenant that they do not discriminate against any employee or applicant for employment, and shall not discriminate against any member of the general public that will participate in the event it is staging under the agreement or any other member of the public because of race, color, religion, national origin, age, height, weight, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of the covenant may be regarded as a material breach of the agreement.
- 11. Renters acknowledge and agree that all documents they have provided or hereafter provide to City of Hillsdale in connection with or regarding the contract, its performance and compensation are subject to disclosure under the Freedom of Information Act and Renters hereby expressly consent to the City's reproduction and release of such documents, in whole or in part, in response to a Freedom of Information Act request, a court or administrative order, or as the City, in its sole discretion, elects.
- 12. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.
- 13. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. City and Renters further agree that in the event of legal action arising from or as a result of the Agreement, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

RENTERS

Adam Stockford, Mayor
April _____, 2024

Courtney Hinkley
April _____, 2024

Katy Price, City Clerk
April _____, 2024

Garrett Adams
April _____, 2024

City of Hillsdale Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item: Consent

SUBJECT: Sexual Abuse Prevention Policy and Procedures

BACKGROUND: Michelle Loren, Recreation Director

Vested Risk Strategies contacted the Recreation Department requesting a Sexual Abuse Prevention Policy be adopted by Council and implemented by the Department. The policy ensures proper screening of coaches and volunteers and proper procedures to be followed in order to prevent abuse within recreational programs. In doing so, coverage will be increased from \$100,000.00 to \$250,000.00 per incident.

A policy has been drafted with guidance of the City Attorney.

RECOMMENDATION:

Council adopt the Youth Sexual Abuse Prevention Policy and Procedures and authorize signatures by the Mayor and City Clerk.

Michelle Loren

From: Chris Sumnar <csumnar@vestedrisk.com>
Sent: Monday, February 19, 2024 2:51 PM
To: Michelle Loren
Cc: David Mackie; Jenalle Duff
Subject: Sexual Abuse & Molestation Limit
Attachments: protection-of-children-and-vulnerable-adults (3).PDF; youth-protection-policies.pdf; youth-protection-in-sports-programs (1).pdf

Hi Michelle,

As you know, the City made a move back to Travelers for insurance as of 2/1. Travelers would like to see some additional processes implemented around sexual abuse & molestation prevention prior to increasing their limit above \$100,000. See the formal recommendation below from Margaret Olsen at Travelers as well as some resources attached. Please let me know if you have any questions. As always, thank you for your help and excellent work on these issues.

23-3 IMPORTANT Policies and Procedures - Abuse or Molestation

Formalize your Abuse Prevention policies into a written plan, which will help in defense if a claim situation ever develops. In consultation with your legal counsel, formal written guidelines and procedures should be developed and implemented addressing abuse and molestation prevention. These guidelines and procedures should include but not be limited to:

- The use of employment applications which should include, among other things, an applicant's signature, employment chronology, and professional references.
- Initial screening of employees and volunteers through criminal record background checks, to the extent permitted by federal, state and/or local law, and follow up screening every 3-5 years.
- Creation of written procedures addressing incident awareness, prevention and reporting, recognition of inappropriate behavior, and recordkeeping requirements for training activities. Any such training should include employees and volunteers that have regular contact with children.
- Issuing policies and procedures whereby, whenever possible, a client is not alone with an employee, volunteer or other company representative.
- Employee and volunteer training should reference your organization's intent to actively pursue termination of employment and possible criminal prosecution.
- All policies should be formally communicated to parents and legal guardians of clients, as well as employees and volunteers.

Note: The above information does not constitute a complete and finite list of each and every item related to abuse or molestation policies and procedures. Federal, state and local laws, regulations, standards and codes may exist and change over time. You should consult with your legal counsel for the most up-to-date information available.

If they structure the Abuse Prevention like they did they Concussion they would have a great program.

Chris Sumnar
President
517-439-1501

YOUTH SEXUAL ABUSE PREVENTION POLICY AND PROCEDURES
HILLSDALE RECREATION
CITY OF HILLSDALE

As a youth-serving organization, Hillsdale Recreation considers the safety and well-being of the youth in its programs a top priority. We prohibit abuse and strive to proactively address reports of this type of conduct, even if it means that someone will be embarrassed or upset. We want to hear about problems or concerns, and we will strive to act on them in a fair way in accordance with our policies.

We will report suspected abuse to the proper law enforcement agencies.

POLICY and Procedures:

The City of Hillsdale has adopted the following Policy and Procedures in an effort to provide a safe environment for our coaches, athletes, and their families.

1. **Definition.** For purposes of this Policy, the term “**abuse**” includes any of the following:
 - a) **Physical Abuse:** Violent non-accidental contact with another individual. This includes, but is not limited to, striking, biting, and shaking.
 - b) **Sexual Abuse:** Any form of sexual activity with a minor child.
 - c) **Emotional Abuse:** A pattern of intentional conduct which crushes a child’s confidence or spirit or attacks his or her self-worth through rejection, threats, terrorizing, isolating, belittling, unreasonable criticism, or similar conduct.

2. The **Coach Recruitment** process shall include the following:
 - a) Coach/volunteer Application – Every coach and volunteer working with youth must complete the City’s written application that sets forth appropriate background information, requires disclosure of any prior claims or allegations of sexual abuse or other inappropriate conduct, and provide the names of at least two individuals as references.
 - b) Screening – One or more designated representatives of the City will interview each prospective coach/volunteer.
 - c) Background Check - All current and potential coaches/volunteers will be subject to a background check, including appropriate inquiries regarding any previous record of sexual abuse

or other unlawful activity. This background check will be updated at least every five (5) years for each coach.

3. An **Abuse Prevention Orientation** shall be conducted annually.

The Recreation Director will review this policy with coaches and volunteers each year either in a group setting or individually. Parents, guardians, and Coaches will be directed to the **Kidpower** link: www.kidpower.org/youth-sports/child-abuse-prevention/ in order to view the video, ***“Protecting Youth Athletes from Sexual Abuse: Key Actions for Parents & Coaches”***. Coaches are required by the Recreation Department to view the video as well as read the City’s adopted policy and ***“Key Actions for Parents and Coaches”*** literature. Parents and guardians will also receive this literature at the time of registration. The City’s policy is available in the Clerk’s Office.

4. **Prohibited Behavior**

- a) Emotional abuse and other use of degrading language or behavior. Coaches are responsible for stopping disrespectful and abusive behavior between team members, including sexual harassment.

- b) Physical abuse or otherwise threatening or intentionally inflicting physical injury upon anyone, especially a minor. Coaches are responsible for stopping threatening or physically abusive behavior by players.

- c) Committing any act of sexual abuse against a minor including, without limitation, engaging in any sexual contact with a minor.

- d) Making any sexual advance toward a minor, or engaging in other verbal or physical conduct of a sexual nature with a minor.

- e) One-adult/one-child interaction between an unrelated adult and a minor child except in an emergency where following this policy would be dangerous to the minor child. In an emergency situation, the coach or volunteer must contact a representative of the Recreation Department to inform them of this contact and the reason for it. If a minor child is receiving individual instruction from a coach or volunteer who is not related to them, or is working with a private coach who is unrelated to them, this activity must be conducted entirely in a public setting with at least one other unrelated adult present, rather than behind closed doors.

5. **Reporting of Suspected Abuse**

- a) The Recreation Director or another official representative of the City will be designated to receive reports of sexual abuse or other type or abuse or inappropriate conduct or behavior in violation of this Policy. This representative will promptly notify the proper law enforcement agencies upon the receipt of such a report.

- b) All coaches, volunteers, parents, guardians, and program participants are directed to report to the Recreation Director or other designated official representative of the City any violation of this policy and any incident of abuse or suspected abuse that they witness or that is reported to them.

This does not preclude individuals from reporting abuse or suspected abuse to the proper law enforcement authorities.

c) The Recreation Director or other designated representative of the City will keep his/her supervisor fully informed of any reported violation of this policy or of abuse or suspected abuse that is made to them.

d) Should a violation of this policy or a suspected incidence of abuse be reported, the coach/volunteer in question may be temporarily suspended from duties while an investigation takes place.

e) The Recreation Director, when appropriate, shall communicate reports of child sexual abuse to the league members. The confidentiality of any individual who makes such a report will be protected, except as may otherwise be required by applicable law.

Adopted in a regular meeting of Hillsdale City Council held on the _____ day of _____.

Adam Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024
Agenda Item: Consent Agenda
Subject: Application for July 3rd Fireworks

Background:

Night Magic Displays has submitted a request for Fireworks with the display being on July 3, 2024 at the Hillsdale County Fairgrounds at dusk. Approval of this permit is required for American Legion Post #53 to acquire a Certificate of Liability Insurance.

Corey Murray has requested a noise variance for the Fireworks display taking place within the Fairgrounds on July 3, 2024.

Recommendation:

Approval is recommended as this has been an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display		12/31/2024
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON PERMIT ISSUED TO Tony E Nault		
ADDRESS OF PERSON PERMIT ISSUED TO 5980 E Hillcrest Drive, Eaton Rapids Michigan 48827		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Night Magic Displays		
ADDRESS 3999 Hupp Road, Building R-3-1, La Porte IN 46350		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)		
468 pcs. 3", 4" - aerial display shells 14 - ground display multi-shot boxes		
EXACT LOCATION OF DISPLAY OR USE		
CITY, VILLAGE, TOWNSHIP Hillsdale Michigan	DATE July 3rd, 2024	TIME 10:00 PM (dusk)
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$10,000,000.00
Issued by action of the Legislative Body of a		
<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____		
_____ (Signature and Title of Legislative Body Representative)		

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024
Agenda Item: Consent Agenda
Subject: Pub & Grub Street Closure and Noise Variance

Background:

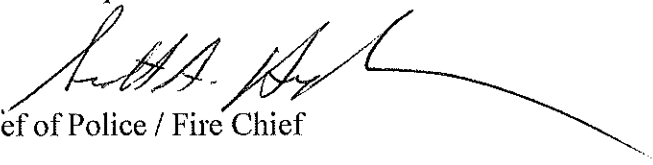
Here's to You Pub & Grub has requested the closure of North Street between N. Howell Street and the Mid Town Alley for an anniversary event to include food and bands. Request is from 7:00 a.m. on Saturday May 18, 2024 till noon on Sunday May 19, 2024.

A noise variance is also requested for this event.

Recommendation:

This is a reoccurring request.

Scott A. Hephner



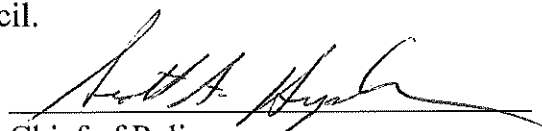
Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2024-30

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

Temporary closure of North St. between N. Howell St. and the Mid-Town Alley from 7:00 a.m. Saturday, May 18, 2024 – 12:00 p.m. Sunday, May 19, 2024 for the Anniversary Street Party at Here's to you Pub and Grub.

This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council.



Chief of Police

04/30/2024
Date

Received for filing in the office of the City Clerk at _____ p.m. on the _____ day of _____, 2024.

City Clerk

Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2024.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by _____
 Date _____
 Amount Rec' _____
 Check # _____
 Permit # _____



Please Note: Contractors must submit this permit application at least 72 hours in advance of work to avoid additional fees. Event permit applications must be submitted at least 90 days in advance of the event to avoid additional fees.

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

RECEIVED
 APR 30 2014
 CITY OF HILLSDALE
 CITY CLERK'S OFFICE

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

TYPE:

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

Post a copy of the
 Permit on-site

(Notes to you Rip & Grub)
 Skin of My Teeth MC

Applicant's Name		Date	Contractor's Name		Date
45 North St			n/a		
Mailing Address			Mailing Address		
Hillsdale, MI		49242	n/a		
City	State	Zip Code	City	State	Zip Code
517-610-2368			n/a		
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE: Anniversary Street Party & food & bands.

LOCATION: (Drawing to be provided) would like to close from the alley on North St. behind Kooder house to the intersection where North St, Howell, and Broad St. come together.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:
 Barricades & Street Closure Signs.

TIME PERIOD:

COMMENCING DATE: 5/18/14 TIME: 7AM ENDING DATE: 5/19/14 TIME: NOON

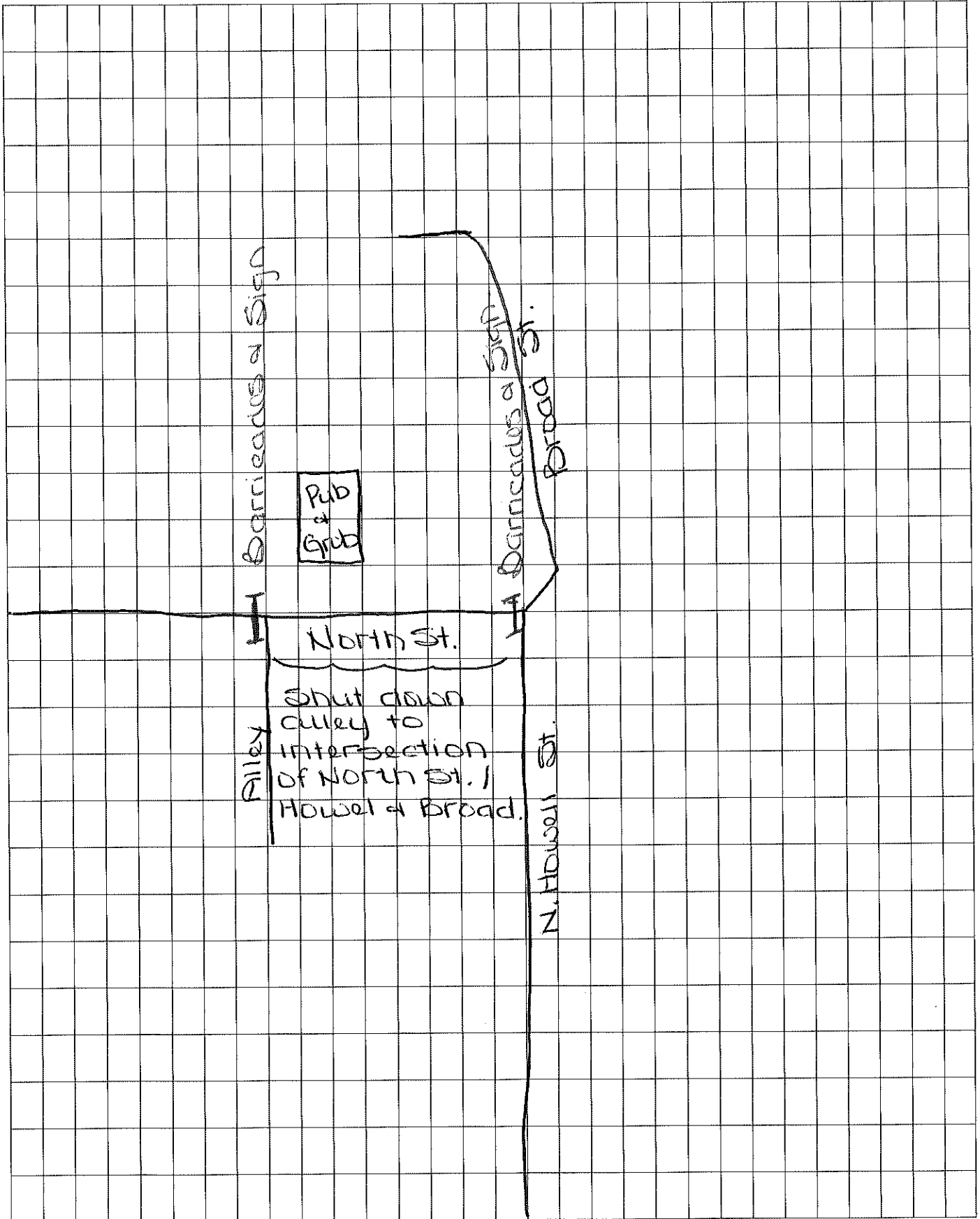
THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

We ALSO need a Noise Variance for the Event as well.

PROJECT PLAN (Attach additional sheets, as necessary)



City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024
Agenda Item: Consent Agenda
Subject: Summer in the City Sidewalk Sales and Car Show

Background:

The Hillsdale Business Association has requested the closure of N. Howell Street between North Street and E. Bacon Street, and McCollum Street between N. Broad Street and the Mid Town Alley for their annual Summer in the City sidewalk sales and car show. This closure includes “no parking” for these street locations. Street closures and parking restrictions are from 7:00 a.m. till 8:30 p.m. on Friday August 2, 2024.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2024-27

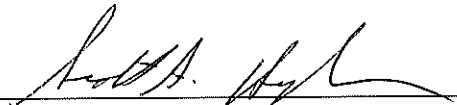
Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships, and Villages this traffic control order is hereby issued. All traffic control devices shall comply with mandates set forth according to the Michigan Manual of Uniform Traffic Control Devices as issued by the Michigan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

Temporary closure of Howell St. from North St. to Bacon St. and McCollum St. from Mid Town Ally to Broad St. on Friday, August 2, 2024, from 7:00 a.m. – 8:30 p.m. for the Summer in the City Sidewalk Sales Car Show.

No parking on Howell St. from North St. to Bacon St. on Friday, August 2, 2024, from 7:00 a.m. – 8:30 p.m. for the Summer in the City Sidewalk Sales Car Show.

No parking on McCollum St. on Friday, August 2, 2024, from 7:00 a.m. – 8:30 p.m. for the Summer in the City Sidewalk Sales Car Show.

This Traffic Control Order shall have immediate effect as a temporary Traffic Control Order and shall become a permanent Traffic Control Order upon approval by the Hillsdale City Council.



Chief of Police

04/11/2024

Date

Received for filing in the office of the City Clerk at _____ p.m. on the _____ day of _____, 2024.

City Clerk

Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2024.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by _____
 Date _____
 Amount Rec' _____
 Check # _____
 Permit # _____



Please Note: Contractors must submit this permit application at least 72 hours in advance of work to avoid additional fees. Event permit applications must be submitted at least 90 days in advance of the event to avoid additional fees.

RECEIVED

APR 10 2024

CITY OF HILLSDALE

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

**APPLICATION FOR PERMIT
 OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS**
 CITY CLERK'S OFFICE

TYPE:

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

Post a copy of the Permit on-site

Applicant's Name			Date			Contractor's Name			Date		
HILLSDALE BUSINESS ASSOCIATION			4/5/24			KEN JOSWIAK			4/5/24		
Mailing Address						Mailing Address					
PO BOX 98						99 W CARLETON RD					
City		State		Zip Code		City		State		Zip Code	
HILLSDALE		MI		49242		HILLSDALE		MI		49242	
Telephone Number						Telephone Number					
517-437-7334						517-437-7334					

DESCRIPTION OF WORK OR USE:

SUMMER IN THE CITY SIDEWALK SALES AND CAR SHOW

LOCATION: (Drawing to be provided)

CLOSE HOWELL ST FROM NORTH ST TO BACON & CLOSE MCCOLLUM ST FROM MID TOWN ALLY TO BROAD ST

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

FRIDAY AUGUST 2, 2024 REQUEST TO CLOSE MCCOLLUM TO BE NO PARKING UNTL 5PM OR THE STREET CLOSED ALL DAY

TIME PERIOD:

COMMENCING DATE:	TIME:	ENDING DATE:	TIME:
AUGUST 2, 2024	7AM	AUGUST 2, 2024	8:30PM

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

Staff Use Only

Recommendation for Issuance

Approved Denied

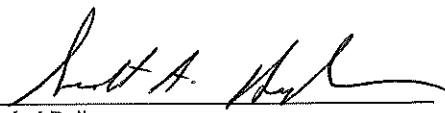
Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

Fee Received \$ _____

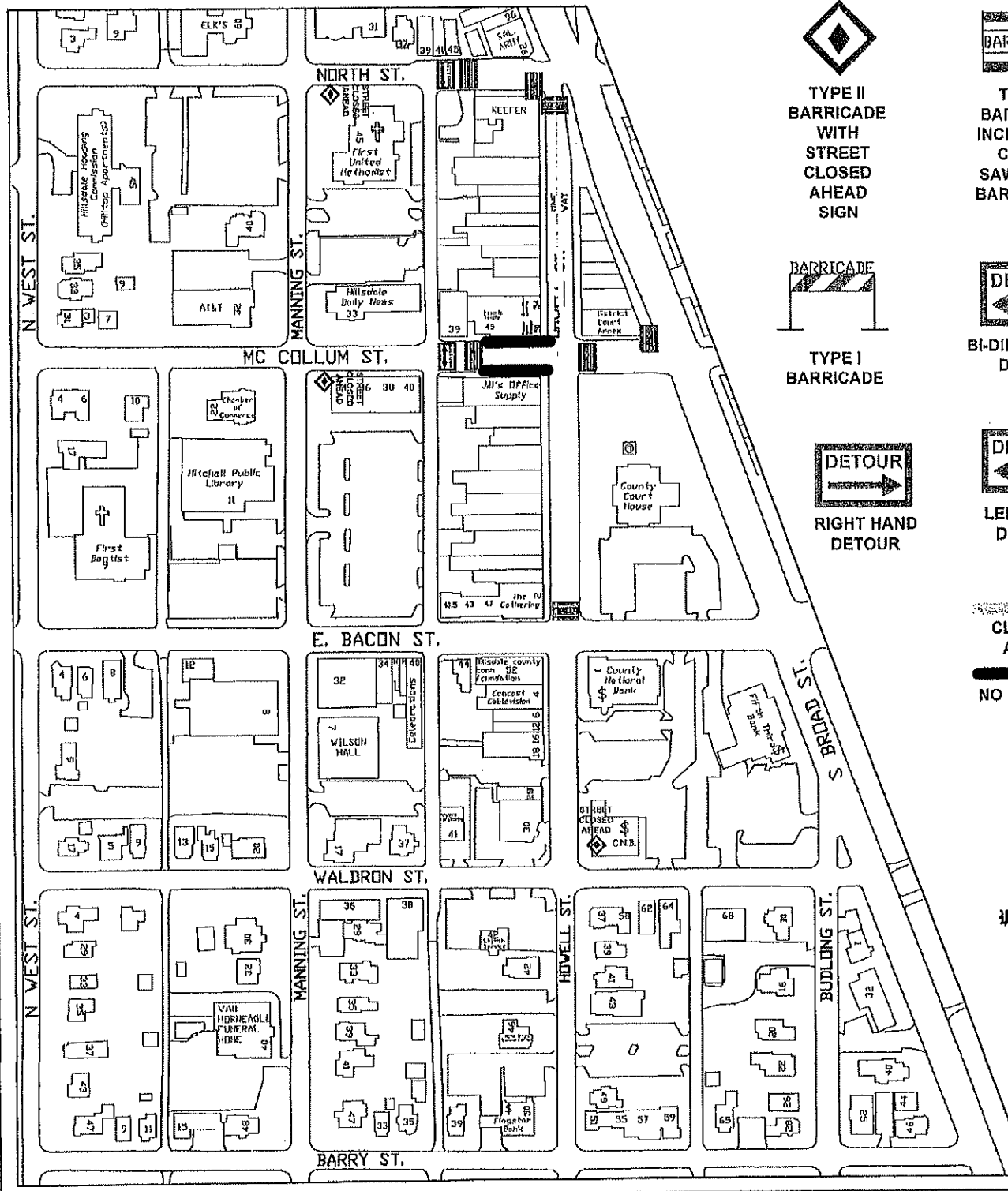
City Clerk

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

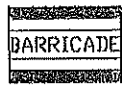
Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
Or email to: jblake@cityofhillsdale.org

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

Hillsdale Business Association Street Closure 2021 Revision



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



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



**TYPE I
BARRICADE**



**BI-DIRECTIONAL
DETOUR**



**RIGHT HAND
DETOUR**



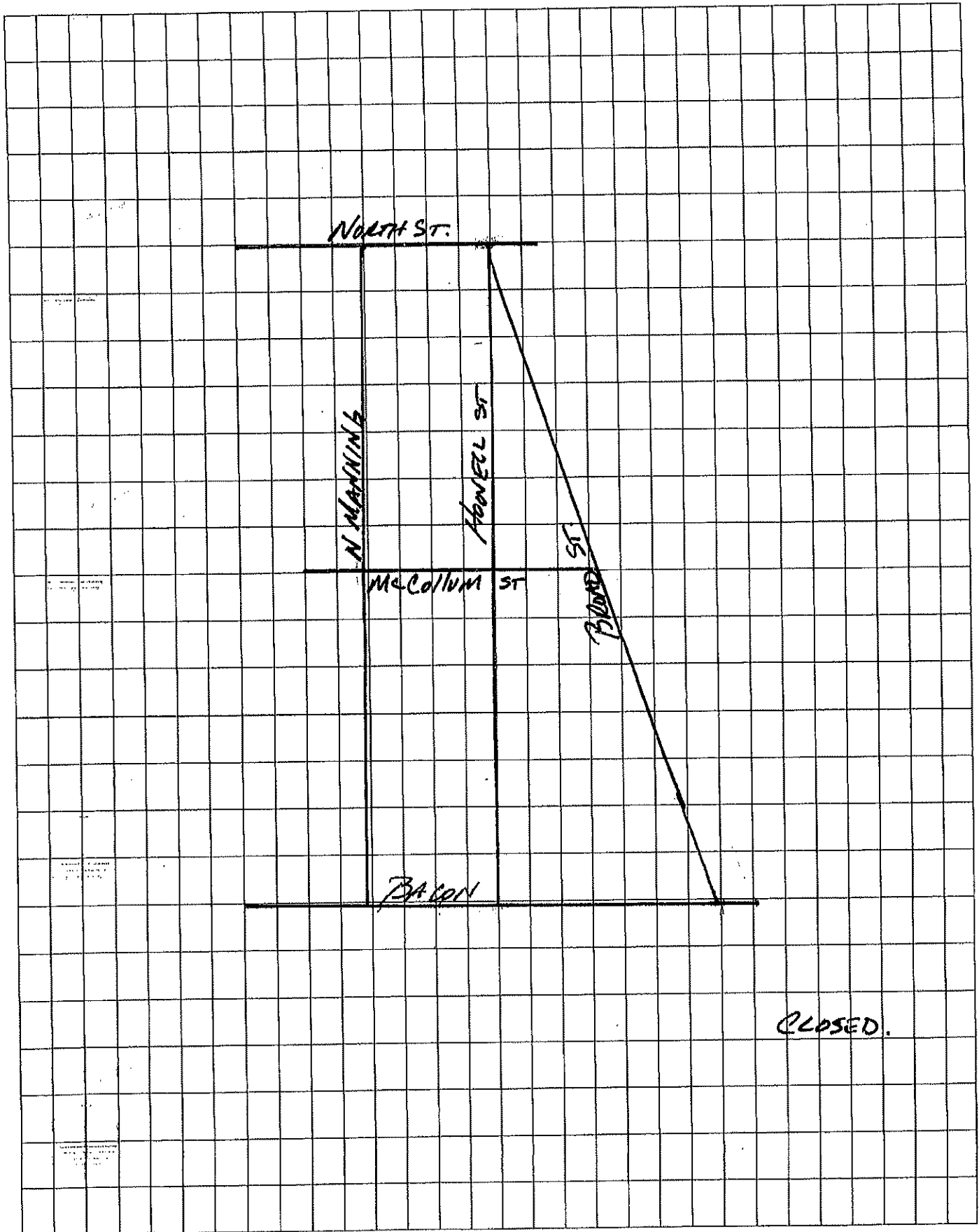
**LEFT HAND
DETOUR**



**CLOSURE
AREAS
NO PARKING**



PROJECT PLAN (Attach additional sheets, as necessary)



COMMUNITY DEVELOPMENT COMMITTEE

PLACE: CITY HALL COUNCIL CHAMBERS (moved from conference room)

DATE: April 24, 2024

TIME: 5:30 PM

PRESENT: Tony Vear and Gary Wolfram.

ABSENT: Cindy Pratt

STAFF: David Mackie, City Manager and BPU Director and Sam Fry, Marketing and Economic Development.

PUBLIC: Dan Bisher, Carol Lackey, Jim McCosh, Bonnie McCosh, Caroline Cogswell, Janice McConnell, Dave McConnell, Louise Worms, Susan Foulke, Penny Wauste, John Cokely, Liz Webb, Rod Zeigle, Chris Braxmaier, Sue Dryer, John Pulver, Randel Spence, Carol Taylor, Joan Krauss, Cheryl Maies, Janice Strait, Richard Smith, Andrew Gelzer and others not listed.

APPROVAL OF AGENDA: Motion by Gary, seconded by Tony, motion passed 2-0

PUBLIC COMMENT:

Carol Lackey, Membership is 150 plus. Friends need additional time to fund raise
Dan Bisher, The service the Research Center provides is incredible. It is not only a service to the City, but also the County as well as the State. The Historical documents that are kept and maintained are of great importance. Should allow more time to the Friends of the Mitchell, so they can pursue some additional funding.

Joan Cross, Spoke in favor of allowing the Friends to continue at the Mitchell.

Christine McDowell Broxmaier; Supported the Friends being allowed to stay.

John Cokely, 8th grade History Teacher and spoke of maintaining the Mitchell as he uses the Mitchell for his classes. The number of his students using the Mitchell has increased over the years.

Richard Smith, Has used the Mitchell for over 12 years. Concern on the condition of the building. Maybe the City needs to appoint a project manager to address the maintenance issues.

David McDowell, Has used it for many years. Wondered why the Mitchell was not connected when the City built the new library.

Chris Bush, We need to be good stewards of the Mitchell so it can be passed down to future generations.

Liz Webb, Patron from Osseo. Mitchell should've been connected. It is a Historical Destination.

Mary Wolfram, It is our History and preserving it is very important. What Grants can be applied for? Set up a Go Fund Me Account? Need to be diligent in pursuing all fundraising opportunities to enable this valuable structure to be preserved.

Louise Worms; Are we not able to use the \$400,000 donation the Library just received on the Mitchell.

Janice Weister, Has been volunteering for 27 or 28 years. As I'm almost 90 years old, I will not be able to volunteer as much as I had in the past. Need to keep the Mitchell.

NEW BUSINESS:

None

OLD BUSINESS:

1. Mitchell Building Discussion:

David Mackie spoke of the need to find a solution of funding the Mitchell Building. In no way is the City considering tearing Mitchell Building down. The City wants to find a way for the Friends of the Mitchell to purchase the building. Being that the Mitchell is no longer connected to the Public Library those funds are not available legally. During this time Andrew Gelzer spoke on behalf of the Friends of the Mitchell and the need to give the Friends more time to pursue funding.

Additional discussion ensued and it was motioned to give the Friend an additional 6 months till January of 2025 on their lease.

Additionally it was discussed on the possibility of doing a 5 year lease and whether that would qualify the Friends for potential grant funding.

2. Update on Dow Hotel Expansion:

Talks are continuing but nothing to report.

ADJOURNMENT: 6:36PM

Next Meeting

May 13, 2024

5:30PM

Conference Room or Council Chambers depending on public attendance.

Minutes prepared by Tony Vear, Chair

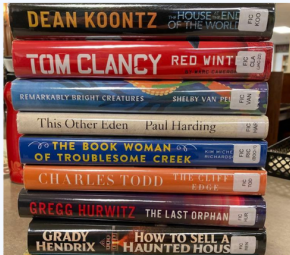
July 1 2022 - June 30 2023

Annual Report



HILLSDALE
COMMUNITY
LIBRARY

Hillsdale Community Library



11 E Bacon St.
Hillsdale, MI 49242
517-427-6470
hillsdale-library.org

Mon - Tue: 10AM - 6PM
Wed - Fri: 10AM - 5PM
Saturday: 10AM - 1PM
Sunday: Closed

Our Mission

Hillsdale Community Library is dedicated to serving the informational, educational, and recreational needs of the citizens of Hillsdale. As a public agency, the library is maintained as a service to the community and the people who support it. Service of the library is not limited to individuals but extends to support the civic, educational and cultural activities of groups and organizations. The library cooperates with other organizations, agencies, and institutions to provide library service.

Our Vision

The vision for this library builds on the strengths and achievements of the past and envisions a future in which the library reflects the changing needs and desires of those who use it and reaches out in a creative way to attract new users. The library provides a welcoming environment to all, makes the best technology available to serve the information needs of the community, and encourages lifelong learning.

Our Team

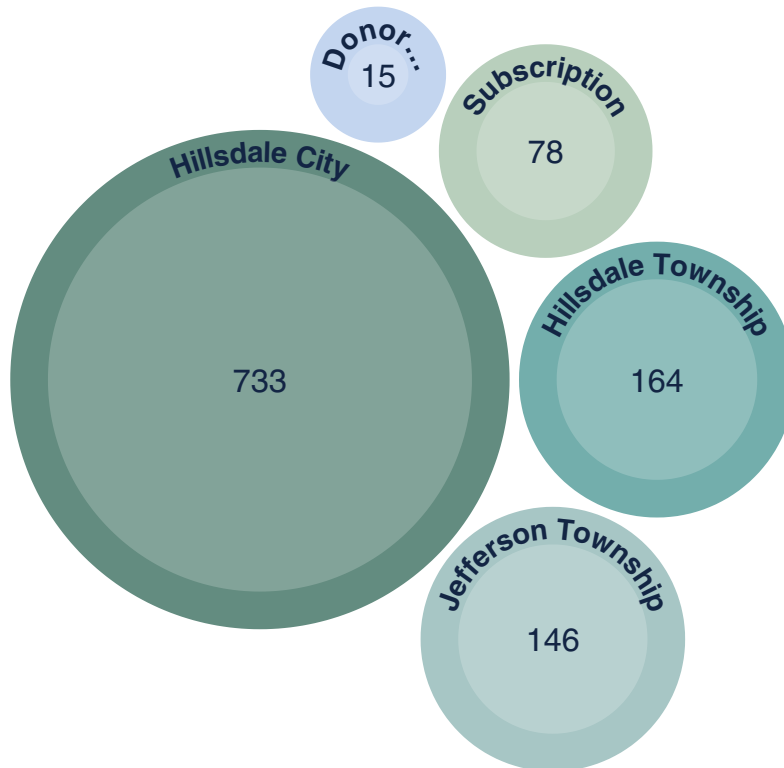
Name	Role
Rebekah Dobski	<i>Library Director</i>
Heidi Pruitt	<i>Programming Coordinator</i>
Elizabeth Cole	<i>Interlibrary Loan Librarian</i>
Sierra Smith	<i>Librarian Aide</i>
Annette Littley	<i>Librarian Aide</i>
Elizabeth Voorheis	<i>Librarian Aide</i>
Dakota Swafford	<i>Page</i>

Library Board

Name	Role
George Allen	<i>President</i>
Joshua Paladino	<i>Vice President</i>
Laura Negus	<i>Secretary</i>
Karen Hill	<i>Trustee</i>
Stephanie Stockford	<i>Trustee</i>

Circulation Data

Active Cards by Residence

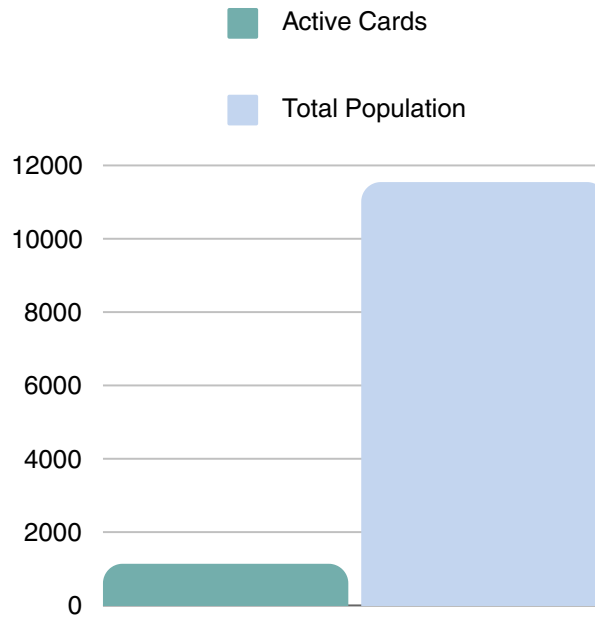


The Hillsdale Community Library services the city of Hillsdale as well as Hillsdale & Jefferson townships. A subscription card can be purchased for \$40/yr by anyone residing outside of our legal service area. Donor &

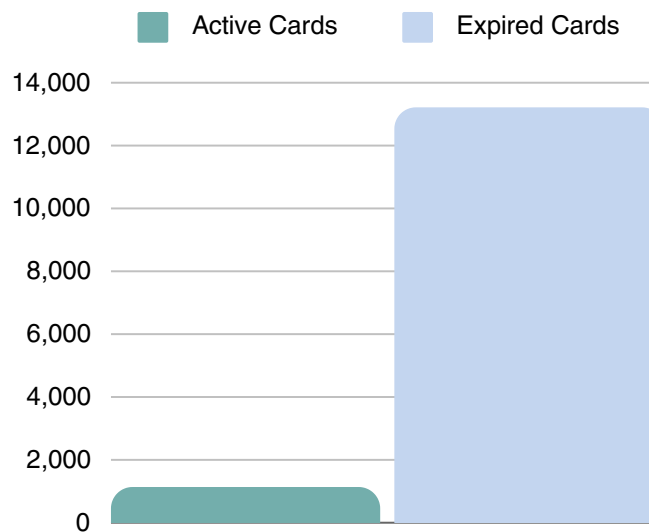
Faculty cards are assigned rarely and in specific situations, and statistically are very small portions in our active user base.



Legal Service Population vs. Active Cards

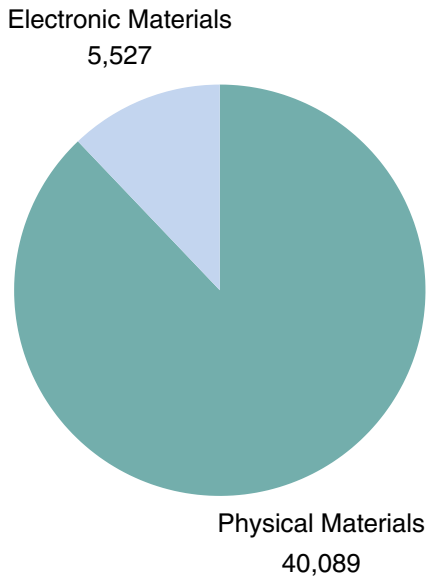


Active & Expired Cards

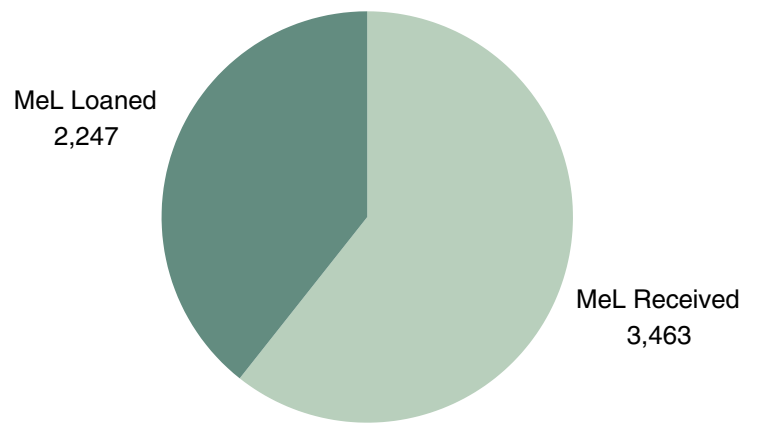


The total population of our service area pulled from the previous census data totals 11,546 with only 1,136 total active cards at this time. Cards are issued for a year at a time but expire after 365 days so that staff can verify contact information. Over the course of multiple years, the library has assigned and handed out thousands of library cards but for several reasons, the cards expire.

Total Checkouts



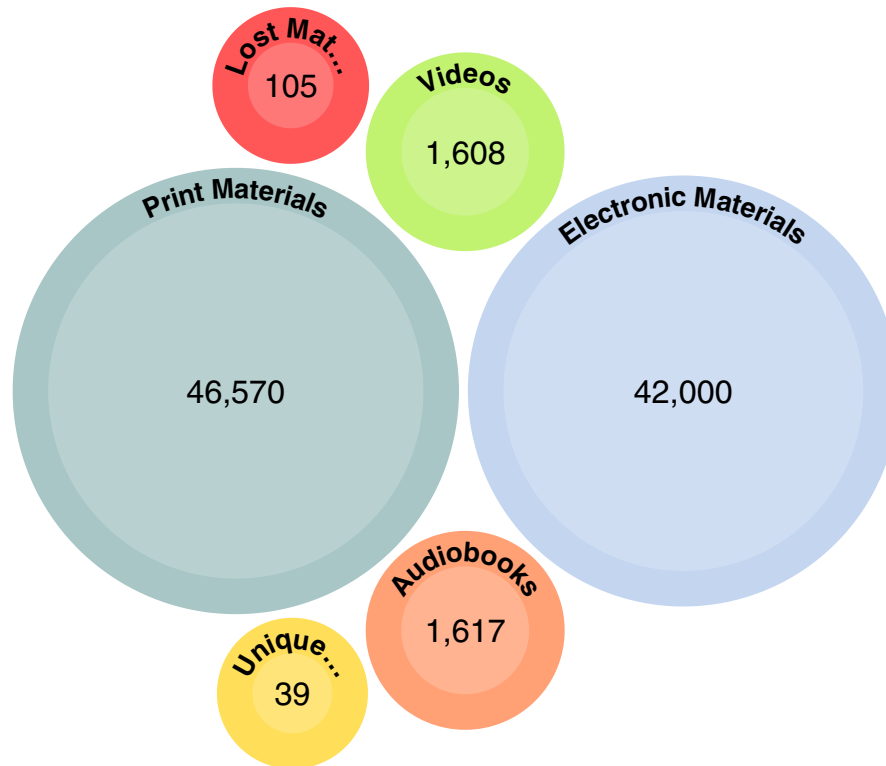
Interlibrary Circulation



40,089	5,527	2,247	3,463	51,236
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Whether it is in house, physical, electronic, or loaned out, the library has helped many patrons read a total of 51,236 books throughout the course of one year. Aside from electronic checkouts, the roughly 45,000 physical are items that have all passed through staff members hands to be checked out and at some point returned to our shelves.

Collections

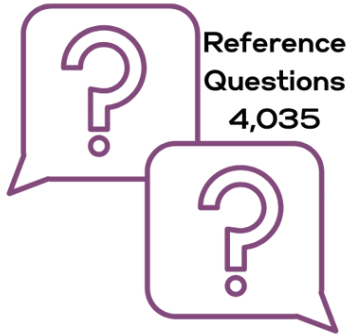


46,570	42,000	1,617	1,608	39	91,834	91,729
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The materials onsite at the library have been collected in various ways. Most of the collection has been obtained via Baker & Taylor, Ingram, Amazon, or other organizations that sell books. Additionally, we accept book donations as well as gifts to the library that are intended for book purchases. Because our integrated library system does not collect data on where a book is from, we cannot accurately provide how many books originated from donations/gifts or our book supplier. The electronic collection that we possess is purchased and maintained twofold: via Libby/Overdrive directly by our cooperative, the Woodlands Library Cooperative, or via Hoopla, which is maintained by themselves.

The library does experience a loss of some materials, with 105 currently lost for longer than 45 days after their due date.

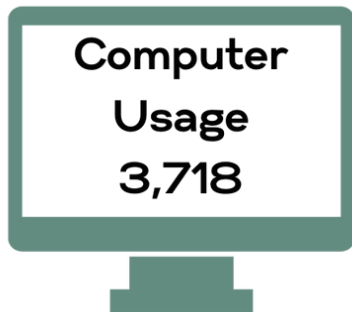
Miscellaneous Statistics



Website
Visits
7,543

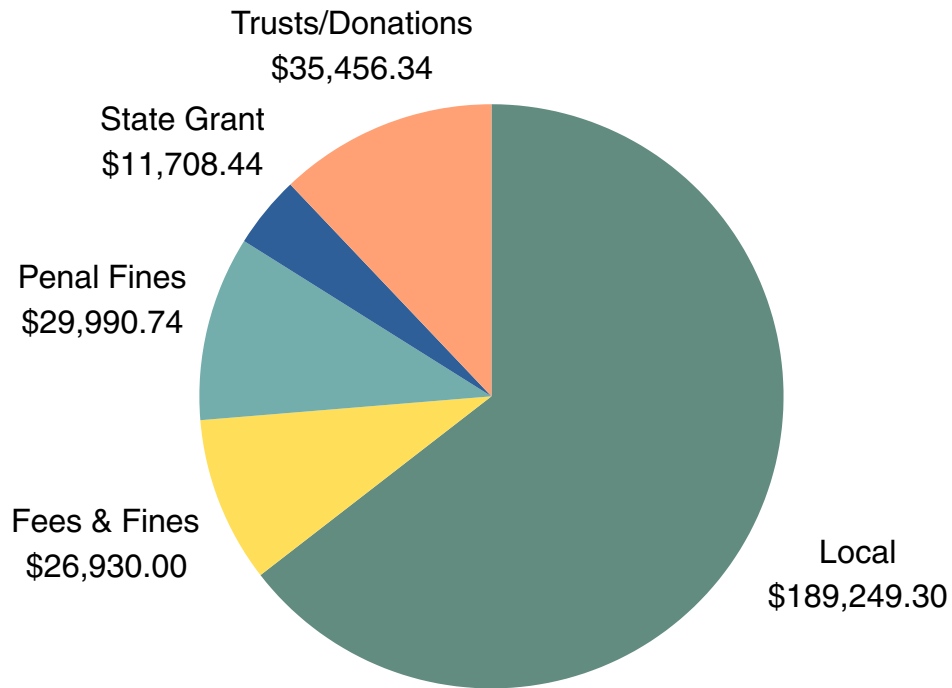


Social Media
Reach
102,713



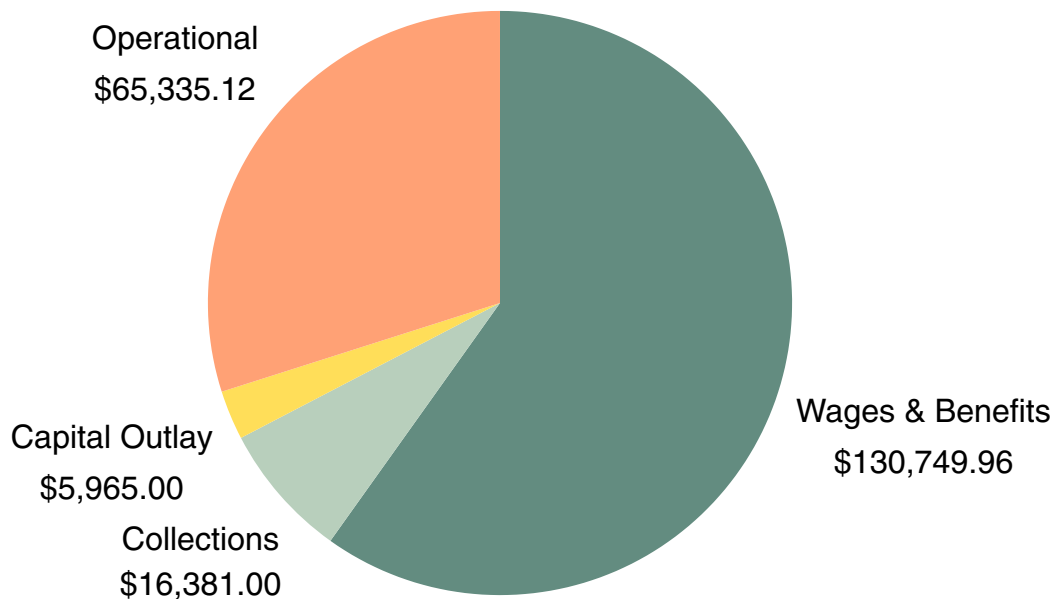
Financial Data

Revenues



189,249.3	26,930	29,990.74	11,708.44	35,456.34	\$293,334.82
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Expenditures



130,749.96	16,381	5,965	65,335.12	\$218,431.08
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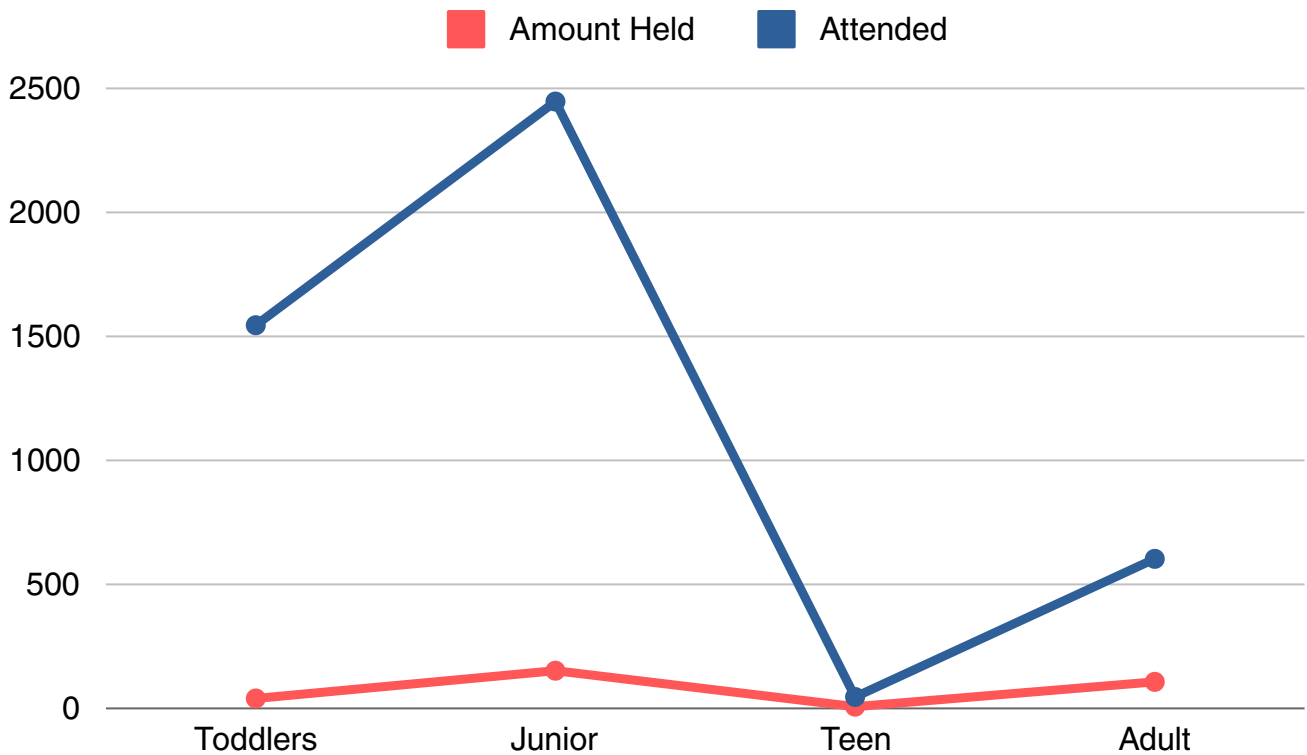


The Library receives most of its funding via the local community. This includes penal fines, property taxes, ordinance fines, and payments from the townships we additionally cover. The Library also annually receives state aid from the Library of Michigan and disbursements from local donors and trusts. In house, the Library does collect money for things such as printing/copying, late fees, lost items, and our book sale.

Easily the biggest expenditure is the amount paid for wages, a necessary expenditure for the continuation of great services at the Library. Our operational budget contributes to our utilities, supplies, technical services, and our contracted providers that keep the Library clean, warm, and hydrated.

The library spent over \$20k for things that directly impact our patrons, including books and improvements to the facility.

Programming



Throughout the course of the year, the library held 306 total in-house programs for patrons of all ages, including during summer reading program. As a result, we hosted and welcomed over 4.5k patrons. Our junior aged patrons, those aged 6-11, are easily the age group that we see the most, with teens being the least. Our programs generally run year long with our programming librarian, Heidi, not taking any breaks.

Some popular programs would be Little Bookworms story time, Sit & Stitch, Yoga, and Lego Club. These programs can be attended by anyone, regardless of library card status.



2023

HILLSDALE CITY PLANNING COMMISSION

ANNUAL REPORT



This year has been one full of achievements, and new strides in the City of Hillsdale. These changes and achievements have been reflected through the clear, calm decisions made during meetings in order to better our city. Projects, zoning approvals, and site plan reviews are just a few of the wonderful things the City of Hillsdale has accomplished this planning year.

YEAR IN REVIEW 2023

- **Site Plan Reviews:**

- 45 N Broad Street
 - Proposed bakery
 - Renovation
- 89 McCollum Street
 - Proposed microbrewery
 - Renovation
- 111 E Fayette Street
 - Proposed Hillsdale College Sajak Media Center
 - New facility
- 248 Hillsdale Street
 - Proposed Hillsdale College Classical Education Building
 - New facility
- 188 Hillsdale Street
 - Proposed Hillsdale College Phi Sigma Pavilion
 - New facility
- 181 Uran Street
 - Proposed Lennox Distillery
 - Renovation
- 3883 W Carleton Road
 - Proposed Silos Fun Park Laser Tag Addition
 - Renovation
- 440 Hidden Meadows Drive
 - Proposed Hidden Meadows Housing Development
 - New duplex residential units
- 1 Academy Lane
 - Proposed Hillsdale Academy Addition
 - Renovations
- 1727 Airport Road
 - Proposed Hillsdale Airport Terminal
 - New facility

- **Ordinance Reviews:**

- Sec. 36-40 Violations
 - Amended ordinance to change violations from misdemeanors to municipal civil infractions.

- Capital Improvement Plan (CIP)
 - Annual approval of the financial part of the City Master Plan
- Secs. 36-431 and 36-432
 - Amended to add alternative energy system zoning requirements.
- City Master Plan Review
 - Continued review of Master Plan to track actionable items.
- Sec. 36-143 Zoning Map
 - Rezoning of 440 & 450 Hidden Meadows Drive from R-1, Single Family Residential to RM-1, Multiple Family Residential
- City Citizen Participation Plan
 - 5 year update
- Sec. 36-143 Zoning Map
 - Rezoning 3005 W Carleton Road from B-3, General Business to PRD, Planned Redevelopment
- **Land Divisions:**
 - 115 Reading Avenue



Katy Price

From: David Mackie
Sent: Wednesday, May 1, 2024 6:10 PM
To: Katy Price
Subject: Fwd:
Attachments: Formal Contestation.docx

This was forwarded to me by Cindy Pratt. Please place this under Communication.

Dave

Sent from my iPhone

Begin forwarded message:

From: Yahoo Mail <picardygirl96@yahoo.com>
Date: May 1, 2024 at 5:36:50 PM EDT
To: David Mackie <dmackie@cityofhillsdale.org>
Reply-To: Yahoo Mail <picardygirl96@yahoo.com>

This is from Marty Ricketts. He would like this added to the agenda.

Thank you

Cindy

[Yahoo Mail: Search, Organize, Conquer](#)

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

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

Martin Ricketts
171 Westwood Dr
Hillsdale, MI 49242

Subject: Formal Contestation of Special Assessment: Request for Forgiveness

May 1st, 2024

Dear Esteemed City Council Members,

I hope this message finds you well. I am writing to formally contest the special assessment imposed upon my property in accordance with the provisions outlined in the city charter.

I have lived 171 Westwood Dr. for 20+ years paying my taxes yearly and on time and being a longtime resident of Westwood Dr. I believe that I have paid for my portion of the street.

My daily route of travel 100% of the time is backing out of my driveway and driving 40-50 feet to Spring St and I turn either left or right to travel to my destination.

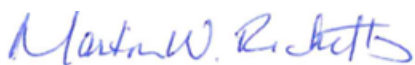
In the spring/summer of 2020 I spent thousands of dollars paying for tree trimmers, stump grinding services and personal equipment to clean up the downed trees (widow makers) in my yard because of the awful weather that the city of Hillsdale endured and I'm still trying to recover from that.

Regrettably, I must express my concern regarding the fairness and justness of the assessment, as it imposes an undue burden upon myself. As a responsible citizen, I fully appreciate the necessity of contributing to the betterment of our community through taxes and assessments. However, in this instance, the magnitude of the assessment is disproportionate to the benefits received.

I humbly request your understanding and reconsideration of this matter, and I implore the council to grant forgiveness for this assessment. Your empathy and fairness in this deliberation would greatly alleviate the strain placed upon myself.

Thank you for your attention to this matter, and I eagerly await your response.

Sincerely,



Martin W. Ricketts

Katy Price

From: Ian Church <ichurch@hillsdale.edu>
Sent: Monday, May 6, 2024 11:20 AM
To: Katy Price
Cc: Corrie Church
Subject: Church May 6th Letter
Attachments: Church May 6th Road Letter.pdf

Dear City Clerk,

Please find attached a letter expressing gratitude for the City Council's decision on my family's unique situation during the April 15th public hearing on the Westwood Area Project special assessment.

As I understand it, this decision might be discussed further at the City Council meeting this evening, so I wanted to send along this letter to further explain our situation and (again) express our gratitude.

If this could be shared amongst the City Council members, I would greatly appreciate it.

Thank you for your time and effort on my behalf.

All the very best,

IC

Dr. Ian M. Church
Associate Professor of Philosophy
Director of the Arete Research Center
for Philosophy, Science, and Society

Hillsdale College
33 E. College Street
Hillsdale, MI 49242
USA

Email: ichurch@hillsdale.edu
Website: ianchurch.com

IAN AND CORRIE CHURCH
109 Cold Springs Cir.
Hillsdale MI, 49242
United States of America

May 6th, 2024

Dear City Council,

I just wanted to express my profound gratitude for your decision addressing my family's unique situation during the April 15th public hearing on the "special assessment" for the Westwood Area Project (SAD #23-07).

As a part of this special assessment, it was my understanding that the City's policy was that when a resident owns multiple lots around their home, if those lots are contiguous, the resident is only required to pay \$5000. (And this is precisely what we see, since there are other households with multiple lots around their home who only pay \$5000 toward the special assessment.) Given that (i) my 2.33 lots are contiguous and (ii) the City had already allowed us to "homestead" our lots together to reduce our already substantial property taxes, the decision the City Council made regarding my family's situation during the April 15th public hearing was made in keeping with the City's own standards.

At one point, it was proposed that we divide the shared-lot separating our two full lots; we would have happily done that if we could revert back to a shared lot after the roadwork was completed. But the City could not assure us that that would be possible. So, since my neighbors and I treasure having a shared space in the middle of our properties, carving up the shared lot was, unfortunately, a non-starter.

It's worth noting, if our second lot was not contiguous with our property, we would not have brought our situation to the attention of the City Council. As it is, our second lot is essentially our front yard; it's where our kids go out to play; it's where they build forts with neighborhood kids; it's where we call them in for dinner. As such, when it was suggested that we just sell the second lot to avoid the outsized burden from the special assessment, we were essentially being asked to sell our front yard to avoid paying extra for the city's roads. This felt like an unnecessarily cruel "solution" to my family's unique situation.

Appealing directly to the City Council during the April 15th public hearing—which, as I understand it, was what such a public hearing was for—was my family's last hope. And thankfully, the City Council voted to help assuage the outsized burden my family was uniquely facing (reducing our special assessment dues from \$8333 to \$5833), a decision that (again) was made in keeping with the City's own standards.

Of course, if anyone else finds themselves in our situation—with a second lot contiguous to their home, and only separated by another lot they co-own—I would enthusiastically encourage the City Council to make the same decision. I'd even happily join in the plea on such a person's behalf! If the city is going to force its citizens to pay for its roads, no one in such a situation should be asked to pay an outsized burden.

Thank you all once again for your time, service, and concern for fairness.

Sincerely,



The Church Family

Katy Price

From: Scott Sessions <scott_m_sessions@yahoo.com>
Sent: Sunday, May 5, 2024 5:49 PM
To: adamlstockford@gmail.com; rgstuchell@outlook.com; wmorrisey@outlook.com; picardygirl96@yahoo.com; brualesharp@gmail.com; gleewolfram@gmail.com; sochaforhillsdale@gmail.com; joshuapaladino4hillsdale@gmail.com; Katy Price; David Mackie
Subject: Special Assessments
Attachments: Letter.pdf

Dear City Council,

This email is in regard to the Special Assessment. Please give a copy to Councilman Vear as I do not see an email for him.

Sincerely,

Scott Sessions
Ward III

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

Scott & Lorri Sessions
102 Cold Springs Circle
Hillsdale, MI 49242

May 5, 2024

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

Dear City Council:

This letter is a formal contest of the special assessment that was assessed against our property at 102 Cold Springs Circle, Hillsdale, MI 49242. We are requesting that our special assessment be stricken from the assessment roll.

Why do we seek our special assessment being removed from the assessment roll?

- We have lived in the property since 1994 and have paid taxes since then. We believe that our taxes have more than paid for the roadwork that is being done to Cold Springs Circle. Additionally, for the 30 years we've lived here, Cold Springs Circle has been a dirt road. Complaints were made in the 1990s by us, 2000s, and 2010s about the condition of the road. Little-to-no action was ever taken to improve the surface until now, despite paying taxes all these years.

But do we really believe that this argument should be provided any weight when comes to having the special assessment against our property? The answer is no because these are not factors that should be considered when exempting a property from a special assessment. Accordingly, the claim of not being able to afford a special assessment is mute, too, because no standard or test was applied to ensure that was the case.

Our real and formal issue for contesting our special assessment is because an arbitrary and capricious decision was made by the Hillsdale City Council to strike a parcel from the assessment roll without any formal standard or test to do so. This has created an unfair playing field for the rest of our residents because there was no justification for that action.

Arbitrary and capricious decisions are made when the City Council has made the decision to act on a request without having a set of standards or some sort of test in place that can be used to make that decision. No such standard was used to strike such assessment from the roll.

Additionally, the Michigan Municipal League (MML) in its handbook for public officials (<https://www.mml.org/pdf/resources/publications/ebooks/HMO%20-%20complete%20book.pdf>) warns against arbitrary and capricious decisions when it reads that a "use of standards" should be put in place for decision making by public

officials that will result in effective decision making. (It should be noted that they were specifically talking about zoning law when mentioning arbitrary and capricious decisions, however, a set of use standards is important for any type of "special" treatment that may be provided to residents outside of normal conditions; the exemption of the special assessment at your last meeting is, in our opinion, special treatment as no set of standards were applied to provide the striking of the parcel from the assessment roll.)

If one (1) property is being struck from the assessment roll without a set of standards, then all properties should be subject to the same. It doesn't matter if it's a double-lot, single-lot, or how it's assessed, if one (1) property is stricken from the assessment roll without a set of standards, then an arbitrary and capricious decision has been made. We implore the Hillsdale City Council to strike all the properties from the assessment roll due to this arbitrary and capricious decision, as the new standard has been set, which, essentially, is no standard at all. If one (1) person can receive a decision that is arbitrary and capricious in nature, then this same decision should be afforded to all the properties on the assessment roll.

Understandably, we accept the special assessment if the Hillsdale City Council reverses its prior decision and then develops a set of standards that would make striking special assessments acceptable based on a standard test that is developed that is considered and followed when the City Council makes such decisions. This test would be similar to standard tests that are followed by a Planning Commission when rezonings are considered, by a Zoning Board of Appeals (ZBA) when variances are considered, or by a Board of Review when a poverty exemption is requested.

To accomplish this, we would advise the following:

- Prior special assessment roll be reversed;
- A new ordinance be created establishing standards to be used by the City Council when considering striking a special assessment from the assessment roll;
- A test developed that the City Council must consider when striking a special assessment that is similar to the process above; and
- Creation of a new special assessment roll for the areas in question with applications then accepted for parcels to be stricken from the roll.

In coming to this advisement, we have reviewed the City Charter, Home Rule City Act, General Property Tax Act, and the City of Hillsdale's Code of Ordinances. The City Charter allows for special assessments with an ordinance has been established. The Home Rule City Act and General Property Tax Act allow for special assessments if a local municipality has created procedures in its City Charter or its ordinances for such. The City of Hillsdale's Code of Ordinances has allowed for special assessments, albeit there are no standards for striking a special assessment from the roll. Without that standard, an arbitrary and capricious act has been made, which opens the door to a lawsuit.

To close, we ask for good governance and the decision that has been made was not good governance. Again, we yield and ask for all special assessments to be stricken from the

assessment roll until a time in which the City Council has formally created a process that is fair and equitable to all taxpayers of our community.

Sincerely,

Scott M. Sessions + Paula Sessions
Scott & Lorri Sessions

Katy Price

From: Katy Price
Sent: Monday, May 6, 2024 4:26 PM
To: David Mackie
Subject: FW: Pride of our City









From: Dennis Wainscott [mailto:wainscottdennis@gmail.com]
Sent: Monday, May 6, 2024 4:22 PM
To: Katy Price <clerk@cityofhillsdale.org>
Cc: David Mackie <dmackie@cityofhillsdale.org>
Subject: Pride of our City

Please add me to agenda tonight.
Sorry about last minute but picture will tell it all.

Sincerely ,
Dennis Wainscott

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

City of Hillsdale Agenda Item Summary

MEETING DATE: May 6, 2024

AGENDA ITEM #: New Business

SUBJECT: The Hillsdale Business Association Raffle License Approval

BACKGROUND PROVIDED BY: Katy Price, City Clerk

The Hillsdale Business Association, a domestic nonprofit corporation operating in the State of Michigan has requested a Raffle License from the State for their Summer in the City event held on August 2, 2024 from 4:00 p.m. to 8:00 p.m. In doing so, it is required they receive approval by the City Council, recognizing them as a charitable nonprofit organization operating within the City.

RECOMMENDATION:
City Council review and approve the attached resolution.

For Internal Use Only

QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

1. ORGANIZATION INFORMATION

Organization Name HILLSDALE BUSINESS ASSOCIATION			
Organization Physical Street Address PO BOX 98			
City HILLSDALE	State MI	Zip Code 49242	County HILLSDALE
Organization Mailing Address			<input checked="" type="checkbox"/> Same as Physical Address
City	State	Zip Code	County
Organization Telephone Number 517-437-7334			

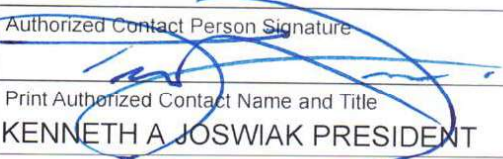
2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.
TO HELP GROW AWARENESS FOR BUSINESS IN HILLSDALE COUNTY

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a Bingo Raffle Charity Game Ticket license
 Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name KENNETH		Last Name JOSWIAK		Position/Role with Organization PRESIDENT	
Mailing Address 99 W CARLETON RD				City HILLSDALE	
State MI	Zip Code 49242	Telephone Number (Day) 517-437-7334	Telephone Number (Evening) 248-981-8100		
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature 					Date 4/21/2024
Print Authorized Contact Name and Title KENNETH A JOSWIAK PRESIDENT					

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

RESOLUTION # _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a REGULAR meeting of the CITY COUNCIL
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by MAYOR STOCKFORD on MAY 6, 2024
DATE

at 7:00 P.M. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from HILLSDALE BUSINESS ASSOCIATION of HILLSDALE,
NAME OF ORGANIZATION CITY

county of HILLSDALE, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for APPROVAL.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the CITY COUNCIL at a REGULAR
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on MAY 6, 2024.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

ADAM STOCKFORD, MAYOR

KATY PRICE, CITY CLERK

PRINTED NAME AND TITLE

97 N. BROAD ST. HILLSDALE, MI 49242

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item: New Business

SUBJECT: Hillsdale Renaissance Land Division Application 006-227-285-18

BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor with assistance from Alan Beeker, Zoning Administrator)

The owner of parcel number 30-006-227-285-18 has submitted the attached land division application. The current tax parcel includes all of lot 43 and the south part of lot 44, Block H, of the original Hillsdale Village plat. This property is part of the Historic, TIFA, and B-2 Central (Downtown) Business Zoning Districts. Assessing records show that the main building was constructed as the Smith Hotel in 1873. As of 1908 the property included a restaurant, bar, barber and billiards. The J.C. Penney store occupied the property from 1924-1957. It was later occupied as a hardware store until it was significantly damaged by a fire in 1984. The Miller family partially rebuilt and restored the buildings to create multiple storefronts and upstairs office suites. Most current City residents know this as the home of the original Jilly Beans coffee shop from about 1999 until their relocation to 18 North Howell Street in 2020.

The current owner is requesting to divide the property for potential sale of the west building (41 and 43 East Bacon Street). The portion to be sold was separately constructed and has historically been separately occupied with 2 street level storefronts and an upstairs office and is physically separated from the former hotel building by the “secret garden,” although there is a façade wall along Bacon Street creating the illusion of connected buildings.

Hillsdale City Code Section 18-82 requires application to council requesting approval to divide platted lots, with automatic referral to the planning commission for input, review and recommendation. The Zoning Administrator and Assessor have reviewed the request for compliance with the Zoning Ordinance and Michigan Land Division Act. The Planning Commission reviewed the application at their regular meeting on April 17, 2024.

RECOMMENDATION:

Recommendation by Assessor, Zoning Administrator, and Planning Commission to approve as submitted.



City of Hillsdale LAND DIVISION APPLICATION

Date Received by clerk/treasurer: 4/4/2024
Application Fee \$75 – Check or Receipt #: 91353
#1038

This application shall be filed with the clerk/treasurer and shall state the reasons for the proposed division and shall include a survey (where deemed necessary) showing such proposed divisions prepared by a registered Michigan civil engineer or land surveyor, a proper legal description of the lot to be divided, and a proper legal description of each separate lot, outlot or parcel proposed shall be submitted with the application (HMC Section 18-82).

Clerk/treasurer: Forward application and all attachments to Assessing Department for review and recommendation to council.

The undersigned owner(s) of the parcel(s) of property referenced below and located within the City of Hillsdale, Hillsdale County, Michigan, hereby request(s) that the properties listed be divided in accordance with the City of Hillsdale Land Division Ordinance (Hillsdale Municipal Code Part II, Chapter 18, Division 3) and with the State of Michigan Land Division Act (Public Act 288 of 1967 as amended, Michigan Compiled Laws Section 560.101 et seq.).

APPLICANT Information:

Owner of Property: Hillsdale Renaissance, LLC
Daytime Phone Number: 701-540-8073
Mailing Address: 69 N Howell St
City: Hillsdale State: MI Zip: 49242

PARENT Parcel Identification Number(s) as Identified on the most recent assessment roll:

- 1. 30-006-006-227-285-18
- 2. 30-006-
- 3. 30-006-
- 4. 30-006-
- 5. 30-006-

Attach a copy of the most recent tax notice for each parcel or tract to be divided and copy of all deeds for same since March 31, 1997 (that being the effective date of the Michigan Land Division Act) establishing current ownership and availability of division rights. Include a survey or parcel map of the property as it existed on March 31, 1997, and any boundary lines and dimensions of each resulting parcel from any prior divisions since that date.

All outstanding taxes must be paid on all affected parcels prior to processing of this request. Certification from the Hillsdale County Treasurer may be required.

PROPOSAL:

- 1. ***Attach a tentative parcel map (survey preferred), including:***
 - a. Proposed boundary lines and the dimensions of each resulting parcel for this application.
 - b. Accurate legal description for each resulting parcel proposed.

- c. The location, dimensions and nature of proposed ingress to and egress from any existing or proposed public streets.
- d. The location of any public or private street, driveway (and associated existing addresses) or utility easement(s) to be located within any resulting parcel(s).
- e. The location(s) of any existing structures or improvements (i.e. septic, well, house, garage, etc) and setback from proposed parcel lines.
- f. Intended use for each proposed parcel (commercial, single-family residential, duplex, apartments, industrial, etc. – Separate application to amend the zoning map may be required).

2. **DEVELOPMENT SITE LIMITS.** Check each item below that represents a condition that exists on the parent parcel. Indicate location on proposed parcel map.

- a. In a DNR-designated critical sand dune area? _____
- b. Riparian or littoral (river or lake front parcel)? _____
- c. Affected by a Great Lake High Erosion setback? _____
- d. A wetland? _____
- e. A beach? _____
- f. Within a flood plain? _____
- g. Slopes more than twenty five percent (a 1:4 pitch or 14 degree angle) or steeper? _____
- h. On muck soils or soils known to have severe limitation for on-site sewage systems if not served by public sewer. _____
- i. Known or suspected to have an abandoned well, underground storage tank or contaminated soils? _____

3. **FUTURE DIVISIONS:**

- a. How many divisions are remaining after processing of this application?
0
- b. Are any future divisions being transferred from the parent parcel to another parcel? Circle yes or no. (If yes, please attach completed form L-4260a "Notice to assessor of transfer of the right to make a division of land" for each child parcel to receive division rights.)

4. **Affidavit and permission for municipal, county and state officials to enter the property for inspections:**

I agree the statements above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify that the information on the application is correct at a time mutually agreed with the applicant. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance, the local zoning ordinance, and the State Land Division Act (formerly the Subdivision Control Act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996, MCL 560.101 et. Seq.), and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights.

2 This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance and Section 109 of the Michigan Land Division Act (formerly the subdivision control act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996) MCL 560.101 et seq.). Land in the City of Hillsdale shall not be divided without the prior review and approval by the City Council or their designated agent, in accordance with the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.

Finally, even if this division is approved, I understand zoning, local ordinances and State Acts change from time to time, and if changed the division made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved divisions are recorded with the Register of Deeds or the division is built upon before the changes to laws are made.

Property Owner's Signature: 
Date: 4-4-24

All complete application packages will be acted upon within 45 days of receipt. If the application package does not conform to the City of Hillsdale Land Division Ordinance requirements and/or the State of Michigan Land Division Act, the administrator shall return the same to the applicant for completion and refilling in accordance with same.

*** For Government Use - DO NOT WRITE BELOW THIS LINE**

ZONING ADMINISTRATOR COMMENTS:

Current Zoning: B-2

Does the request meet the minimum lot size and width requirements under the current zoning?: _____

Recommendation: _____

ASSESSOR'S COMMENTS:

Platted or unplatted? Platted

If unplatted, how many splits are available? _____

Recommendation: _____

DATE OF COUNCIL ACTION: ____ - ____ - ____

____ Approved; Conditions, if any: _____

____ Denied; Reasons: _____

Assessor/Land Division Administrator Signature and Date: _____

Legal Description Change #: 24 - _____ Date Processed: ____ - ____ - ____

Attach list showing parcel numbers, addresses and descriptions of all resulting parcels.

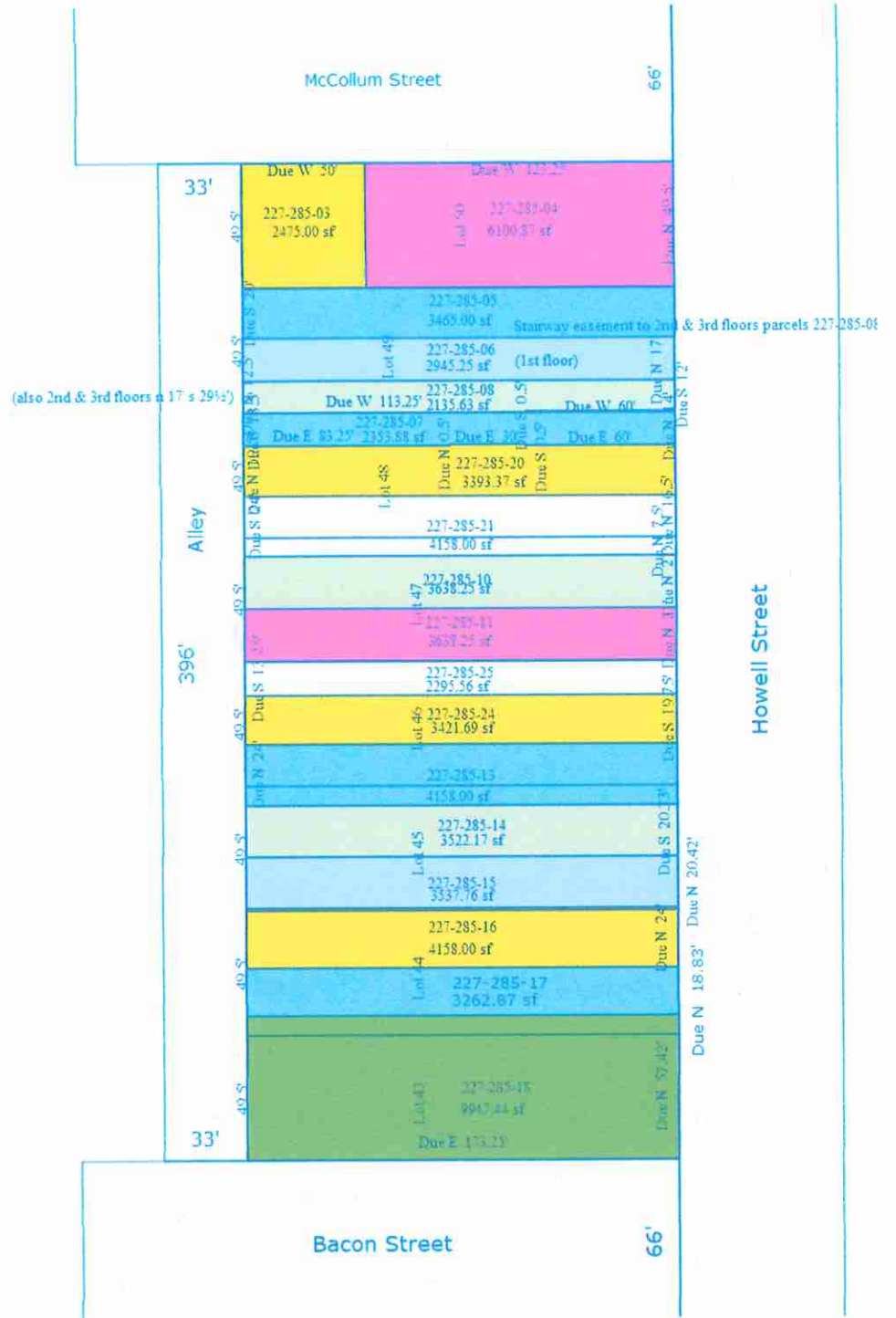
First year this change will appear on the assessment roll: _____

** Old form - see Attached review*

3

This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance and Section 109 of the Michigan Land Division Act (formerly the subdivision control act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996) MCL 560.101 et seq.). Land in the City of Hillsdale shall not be divided without the prior review and approval by the City Council or their designated agent, in accordance with the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.

Image/Sketch for Parcel: 006-227-285-18



Sketch by Apex Sketch

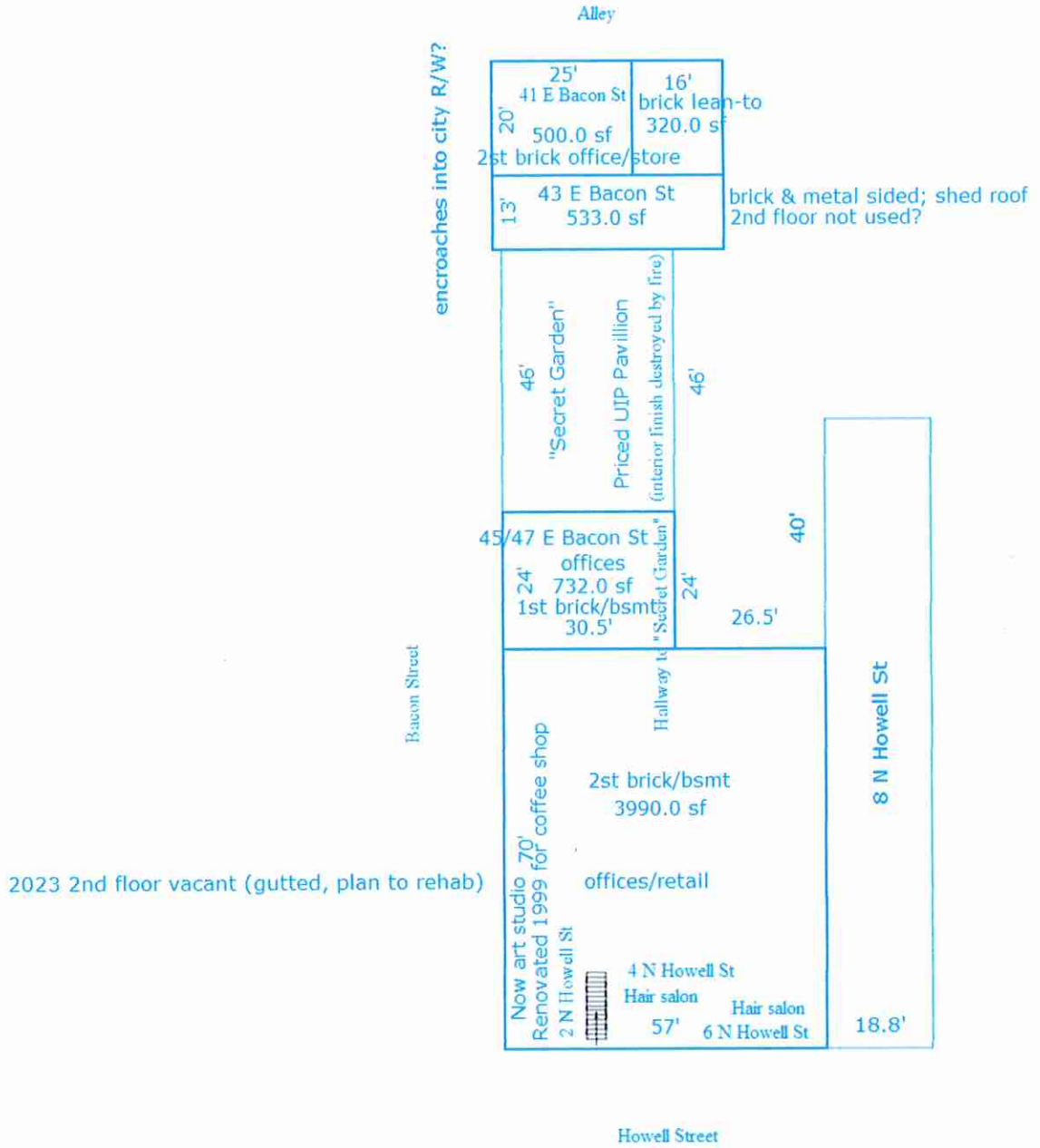
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Agree

Image/Sketch for Parcel: 006-227-285-18



Sketch by Apex Sketch

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Agree

Notice of Assessment, Taxable Valuation, and Property Classification

1120

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec. 211.34c, as amended. This is a model assessment notice to be used by the local assessor.

<p>FROM: CITY OF HILLSDALE ASSESSOR 97 N BROAD ST HILLSDALE, MI 49242</p>	<p style="text-align: center;">PARCEL IDENTIFICATION</p> <p>PARCEL NUMBER: 30-006-227-285-18</p> <p>PROPERTY ADDRESS: 2 N HOWELL ST ETAL HILLSDALE, MI 49242</p>												
<p>OWNER'S NAME & ADDRESS/PERSON NAMED ON ASSESSMENT ROLL: 1120</p> <p>*****AUTO**5-DIGIT 49242 HILLSDALE RENAISSANCE LLC 69 N HOWELL ST HILLSDALE, MI 49242-1639</p> 	<p style="text-align: center;">PRINCIPAL RESIDENCE EXEMPTION</p> <table style="width:100%;"> <tr> <td>% Exempt As "Homeowners Principal Residence":</td> <td style="text-align: right;">.00%</td> </tr> <tr> <td>% Exempt As "Qualified Agricultural Property":</td> <td style="text-align: right;">.00%</td> </tr> <tr> <td>% Exempt As "MBT Industrial Personal":</td> <td style="text-align: right;">.00%</td> </tr> <tr> <td>% Exempt As "MBT Commercial Personal":</td> <td style="text-align: right;">.00%</td> </tr> <tr> <td>Exempt As "Qualified Forest Property":</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Exempt As "Development Property":</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	% Exempt As "Homeowners Principal Residence":	.00%	% Exempt As "Qualified Agricultural Property":	.00%	% Exempt As "MBT Industrial Personal":	.00%	% Exempt As "MBT Commercial Personal":	.00%	Exempt As "Qualified Forest Property":	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Exempt As "Development Property":	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
% Exempt As "Homeowners Principal Residence":	.00%												
% Exempt As "Qualified Agricultural Property":	.00%												
% Exempt As "MBT Industrial Personal":	.00%												
% Exempt As "MBT Commercial Personal":	.00%												
Exempt As "Qualified Forest Property":	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Exempt As "Development Property":	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												

LEGAL DESCRIPTION:
 LOT 43 AND S 7 FT 11 IN M/L LOT 44 LYING S OF S WALL OF BLDG TO N EXT TO ALLEY 0.23A M/L BLK H OLD PLAT SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 201 (COMMERCIAL-IMPROVED)

PRIOR YEAR'S CLASSIFICATION: 201 (COMMERCIAL-IMPROVED)

The change in taxable value will increase/decrease your tax bill for the 2024 year by approximately: \$370	PRIOR AMOUNT YEAR: 2023	CURRENT TENTATIVE AMOUNT YEAR: 2024	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE:	125,000	131,250	6,250
2. ASSESSED VALUE:	125,000	156,100	31,100
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (SEV):	125,000	156,100	31,100

5. There WAS or WAS NOT a transfer of ownership on this property in 2023 **WAS NOT**

6. Assessor Change Reason:
 Market Adjustment, Field Inspection

The 2024 Inflation rate Multiplier is: 1.05

Questions regarding the Notice of Assessment, Taxable Valuation, and Property Classification may be directed to the Following:

Name: KIMBERLY THOMAS	Phone: (517) 437-6440	Email Address: ASSESSOR@CITYOFHILLSDALE.ORG
--------------------------	--------------------------	--

March Board of Review Appeal Information. The board of review will meet at the following dates and times:

CONTACT THE ASSESSOR WITH ANY QUESTIONS OR TO SCHEDULE AN APPOINTMENT FOR REVIEW OF YOUR ASSESSMENT. ALL ASSESSOR REVIEWS MUST BE COMPLETED BY FRIDAY, MARCH 1, 2024.

THE BOARD OF REVIEW WILL MEET THE FOLLOWING DAYS TO CONSIDER PETITIONS:
 MONDAY, MARCH 11, 2024 9:00 AM - 3:00 PM
 TUESDAY, MARCH 12, 2024 3:00 PM - 9:00 PM

LOCATION: 2ND FLOOR CONFERENCE ROOM, CITY HALL, 97 N BROAD ST, HILLSDALE, MI 49242.

RESIDENT AND NONRESIDENT TAXPAYERS MAY FILE THIER APPEAL IN WRITING. APPEALS RECEIVED AFTER 9:00 PM, TUESDAY, MARCH 12, 2024 WILL NOT BE CONSIDERED AS TIMELY FILED.

Tentative Parcel Map

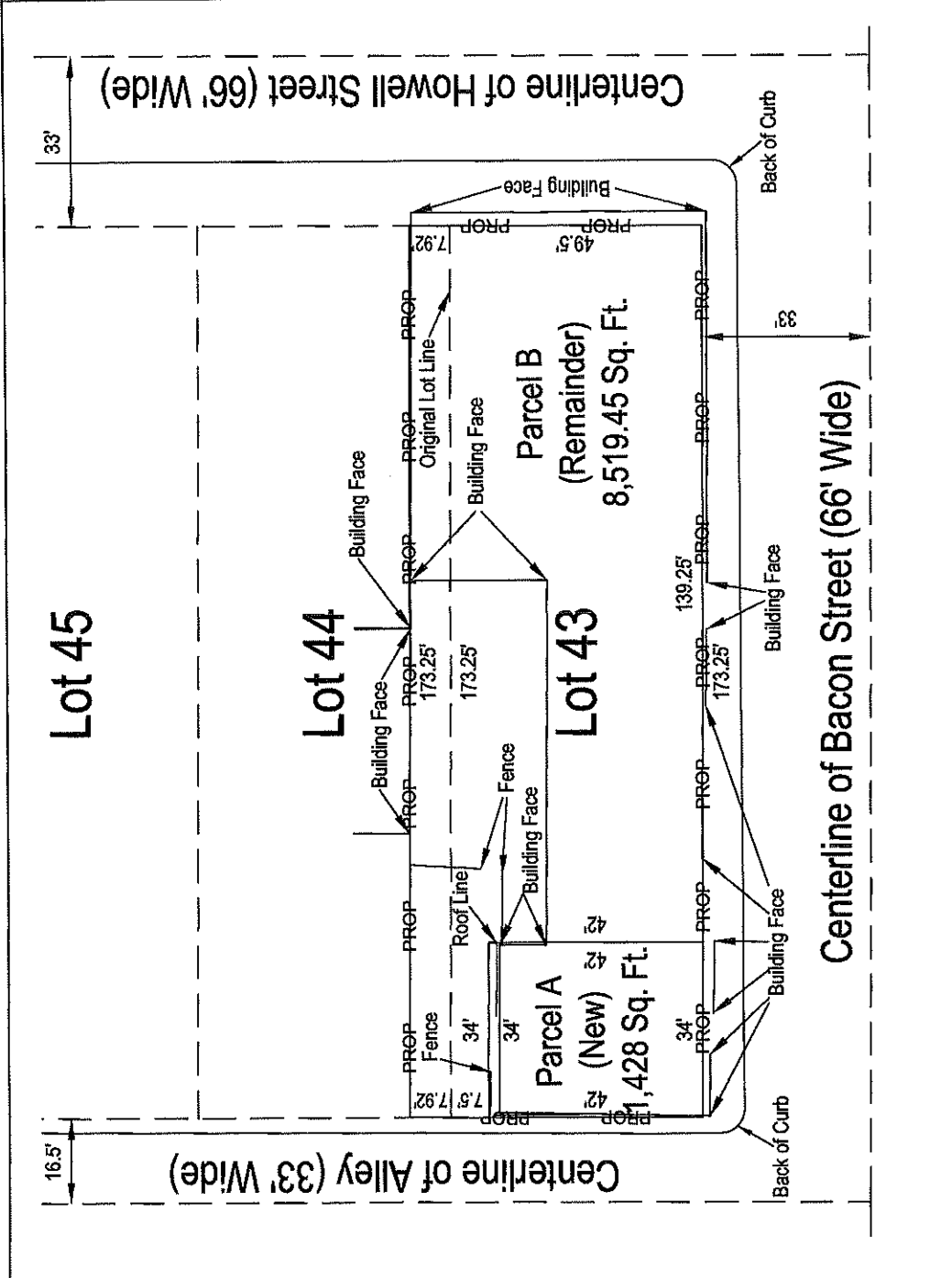
State: Michigan Plat: Plat of the Village of Hillsdale Municipality: City of Hillsdale
 County: Hillsdale S-T-R: S27-T6S-R3W (Hillsdale Twp.) Parcel #: 30 006-227-285-18



Survey Information and Metadata
 Units: Int'l. Feet (1 foot = 0.3048 meters)
 Coord. System: MCS 83 (MI South Zone; 2113)
 Bearing Basis: Grid North for MCS 83
 Distance Basis: Local Ground Distances
 Hz. Datum: NAD83(2011) Epoch 2010.09; MYCS2
 Vt. Datum: NAVD88 (via GNSS + GEOID18)
 Field Epoch: 2024.2210

Note: Easements, encumbrances, and other real property interests may exist for the surveyed property, and may not be depicted on this map.
 Map Scale: 0 25 50 75
 1" = 25'

Name: Hillsdale Renaissance, LLC
 Address: 69 North Howell Street
 Hillsdale, MI 49242



	ALL PURPOSE SURVEYING CONSULTANTS	Field Staff: BAD	Project #: 24-002
	11553 Sara Ann Drive DeWitt, MI 48820	(517) 624-2476 apsc-llc.com	Field Date: 3/21/2024
			Revision #: Rev. 0
			Scale: 1" = 25'
		Office Staff: BAD	Office Date: 3/25/2024
			Sheet: 1 of 2

Tentative Parcel Map

State:	Michigan	Plat:	Plat of the Village of Hillsdale	Municipality:	City of Hillsdale
County:	Hillsdale	S-T-R:	S27-T6S-R3W (Hillsdale Twp.)	Parcel #:	30 006-227-285-18

RECORD DESCRIPTION

Source: Warranty Deed; Liber 1839 - Page 219; Hillsdale County Records.

Land situated in the City of Hillsdale, County of Hillsdale, State of Michigan, described as follows: Legal description attached hereto and made a part hereof marked Exhibit "A". Commonly known as: 2 N. Howell St., Hillsdale, MI 49242. Parcel ID No(s): 006 227 285 18. Subject to building and use restrictions and easements of record, if any. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto. Subject to easements and restrictions of record, zoning laws and ordinances affecting the premises, and rights of the public and of any governmental entity in any part thereof taken, used or deeded for street, road, right of way, or highway purposes, and subject to taxes and future installments of special assessments payable hereafter.

EXHIBIT "A"

Land in the City of Hillsdale, County of Hillsdale, State of Michigan, described as follows: Lot 43 and 7 feet 11 inches wide off the entire South side of Lot 44, Block H, Old or First Plat Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber E of Deeds, Page 380, Hillsdale County Records.

AS SURVEYED & MEASURED DESCRIPTION (MARCH 2024)

Parcel A (New):

A part of the East Half of the Northeast Quarter of Section 27 and a part of the West Half of the Northwest Quarter of Section 26; Township 6 South, Range 3 West (Hillsdale Township); City of Hillsdale; Hillsdale County; State of Michigan; More particularly described as:

The West 34 feet of the South 42 feet of Lot 43 of Block H of the Plat of the Village of Hillsdale, as recorded in Liber E - Page 380 of Hillsdale County Records. Containing 1,428.00 square feet; also being 0.032782 acres of land, more or less. Said Plat is also known as "the Old Plat" or "the First Plat" of the Village (now City) of Hillsdale.

Parcel B (Remainder):

A part of the East Half of the Northeast Quarter of Section 27 and a part of the West Half of the Northwest Quarter of Section 26; Township 6 South, Range 3 West (Hillsdale Township); City of Hillsdale; Hillsdale County; State of Michigan; More particularly described as:

Lot 43 and the South 7.92 feet of Lot 44 of Block H of the Plat of the Village of Hillsdale, as recorded in Liber E - Page 380 of Hillsdale County Records EXCEPT the West 34 feet of the South 42 feet of Lot 43 of Block H of said Plat of the Village of Hillsdale. Containing 8,519.45 square feet; also being 0.195580 acres of land, more or less. Said Plat is also known as "the Old Plat" or "the First Plat" of the Village (now City) of Hillsdale.

	ALL PURPOSE SURVEYING CONSULTANTS	Field Staff:	BAD	Project #:	24-002	
			Field Date:	3/21/2024	Revision #:	Rev. 0
			Office Staff:	BAD	Scale:	N/A
			Office Date:	3/25/2024	Sheet:	2 of 2
11553 Sara Ann Drive DeWitt, MI 48820		(517) 624-2476 apsc-llc.com				



CITY OF HILLSDALE

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

WWW.CITYOFHILLSDALE.ORG

Receipt: 91353 04/04/24

Cashier: KATY

The sum of: 75.00

Received Of: HILLSDALE RENAISSANCE LLC

69 N HOWELL ST
HILLSDALE MI 49242

LAND DIVISION APPLICATION
2 N HOWELL ST

<u>Receipt Code:</u>	<u>Description:</u>	<u>Distribution:</u>	
XX	LAND DIV APP	101-000.000-692.000	75.00
			Total <u>75.00</u>

TENDERED: CHECK 1038

Signed: _____



Planning Commission
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6440 Fax: (517) 437-6450

Meeting Minutes
Planning Commission
April 17, 2024

- I. Call to Order 5:30 pm Meeting called to order at 5:30.
A. Pledge of Allegiance
B. Roll Call Laycock; Moore; Kniffin; McConnell; Morrissey; Bruns--all present. Rogers--absent.
II. Public Comment None. Joining the meeting were the following members of the public: Sidd Vijaypai; Andrew Shaw; Chris Grzenkowicz.
III. Consent Items Laycock motioned to approve; seconded by Morrissey; all in favor.
A. Approval of agenda
B. Approval of Planning Commission 3/20/2024 minutes
IV. Site Plan Review City Planner Alan Beeker gave a brief overview with support from Aldi representatives. After brief questioning from Laycock, he motioned to approve, seconded by McConnell; all in favor.
A. 3891 W Carleton - Aldi
V. Old Business No old business
VI. New Business
A. Sec. 26-9 - Special Condition Signs
B. Land Division - 2 N Howell
C. Annual Report
VII. Zoning Administrator Report
VIII. Commissioners' Comments Commissioner Kniffin described his recent experience at the Mitchell research center.
IX. Public Comment Any Commission related item - 3 min. limit
X. Adjournment Next meeting: Wednesday, May 15, 2024 at 5:30 pm
Moore motioned to adjourn at 6:40 PM, seconded by Laycock; all in favor.
VI. A. The Commissioners engaged in a lengthy discussion about the relative merits of a billboard ban versus a limitation on the brightness of signs, particularly backlit signs. The commission decided to ask Beeker to investigate possible sign lighting limitations, to be discussed at the next meeting.
B. Commissioner McConnell recused himself. After a short discussion, Commissioner Laycock motioned to approve the land division, seconded by Bruns. All in favor, except McConnell, who abstained.
C. Beeker volunteered to submit the PC's annual report to City Council. Morrissey motioned to approve, seconded by Bruns; all in favor.
VII. (1) Beeker said that he believes the city should look into reforming section 18 of the municipal code in order to meet the new schedule of regulations. (2) He also suggested investigating 36-5 of the code as a means to encourage new build homes in town by decreasing the minimum house footprint square footage. (3) Opening in May: Meijer; Ethan's Donuts; in August: a brewery, Pizza and coffee. The Kefer project is moving.

Parent Parcel Number:

006- 227-285-18

Owner:

Hillsdale Renaissance

Date: 4-4-2024

Land Division Review Checklist (to be completed by Assessor and Zoning Administrator)

1. Administrative Review for determination of authority to approve or deny application

a. Is the property in question part of a **recorded plat**?

i. Yes – Planning Commission Review and Council Approval Required

1. Does the proposed division result in more than 4 parcels split out of a single platted lot?

a. Yes – Recommend denial (HMC 18-82(b))

b. No

ii. No

1. Does the proposed Division involve **dedication of a new street**?

a. Yes – Planning Commission Review and Council Approval Required

b. No – Approval/Disapproval may be made by Assessor

2. Zoning Review – Zoning District(s) of the parcel or tract to be divided: _____

a. Do all of the parcels resulting from this proposed division (including the remainder parcel) meet or exceed the minimum area required for the zoning district in which they are located?

i. Yes

ii. No – recommend application be DENIED (HMC 18-82; 36-411)

b. Do all of the parcels resulting from this proposed division (including the remainder parcel) meet or exceed the minimum lot width for the zoning district in which they are located?

i. Yes

ii. No – recommend application be DENIED (HMC 18-82; 36-411)

c. For existing improvements:

i. Do all of the parcel boundaries for this proposed division (including the remainder parcel) allow for minimum yard setbacks from existing improvements?

1. Yes

2. No – recommend application be DENIED (HMC 18-82; 36-411)

ii. Do all of the parcels resulting from this proposed division (including the remainder parcel) allow for maximum percentage of lot are covered by all existing buildings?

1. Yes

2. No – recommend application be DENIED (HMC 18-82; 36-411)

d. Zoning Administrator Signature: _____

e. Date Reviewed: 4/10/2024

3. Planning Commission Review & Council Approval Required under item 1?

a. Yes

i. Date of Planning Commission Meeting (attach minutes):

4/17/2024

ii. Date of Council Meeting (attach minutes): _____

b. No – Skip to Assessor Review

N/A

4. Assessor Review (Skip to item 5 if Council Approval Required under item 1)

a. Is the parcel to be divided part of a larger **parent tract** as defined by MCL 560.102(h) (based on ownership as of March 31, 1997)?

i. ___ Yes – total acreage of tract: _____ (For Table 1 calculations)

ii. ___ No – total acreage of parcel: _____ (For Table 1 calculations)

b. **Number of resulting parcels allowed (including remainder) under MCL**

560.108 - Do the boundaries of the parcel or tract to be divided match the parcel or tract in existence on March 31, 1997?

i. ___ Yes – Refer to Table 1 below:

Table 1 – Total number of resulting parcels allowed under MCL 560.108(2) and (3) based on total Acreage of parent parcel or tract as it existed on March 31, 1997:

First 10 Acres		4
20 acres or more:	+1 for each additional whole 10 acres up to 120 total acres (maximum of 11)	+ _____
	+2 if both of the following statements are true: <ul style="list-style-type: none"> • The proposed division includes establishment of 1 or more new roads so that there are no new driveway accesses to an existing public road for any of the resulting parcels. • One of the resulting parcels comprises not less than 60% of the area of the parent parcel or tract. 	+ _____
120 acres or more:	+1 for each additional whole 40 acres	+ _____
Total number of Resulting Parcels Allowed:		_____

ii. ___ No - Parcel or tract to be divided was created by an exempt split or a division (after March 31, 1997)

1. Have 10 years or more elapsed since the parcel or tract to be divided was created?

a. ___ No – Is the parcel or tract to be divided a “new parent”/remainder parcel from a prior division?

i. Yes – How many unallocated divisions were retained for this parcel (refer to deeds and/or form 3278 NOTICE TO ASSESSOR OF TRANSFER OF THE RIGHT TO MAKE A DIVISION OF LAND for any resulting “child” parcels)?

ii. No - Were any unallocated divisions transferred to this parcel from the parent parcel or tract (refer to deeds and/or form 3278 NOTICE TO ASSESSOR OF TRANSFER OF THE RIGHT TO MAKE A DIVISION OF LAND for this parcel)?

1. Yes – How many? _____

2. No - Application is DENIED (MCL 560.108(5)(a))

b. Yes – Refer to Table 2 below:

Table 2 – Total number of resulting parcels allowed under MCL 560.108(5) based on total acreage of parcel or tract created by exempt split or division occurring 10 years or more before current request:

First 10 Acres		2
20 acres or more: +1 for each additional whole 10 acres	up to 5 additional	+ _____
	Up to 8 additional if one of the resulting parcels from the proposed division comprises not less than 60% of the parcel or tract to be divided	
Total number of Resulting Parcels Allowed (not more than 10):		

c. Total number of resulting parcels – does this number exceed the number of parcels allowed?

i. No

ii. Yes – application is DENIED (MCL 560.108)

Table 3 – Divisions of original parent parcel or tract - total number of parcels created since 1997 with proposed division:

Number of new parcels created by prior divisions (since March 31, 1997 for parent or remainder of parent parcel or tract; since creation of this parcel or tract for exempt split or child parcel or tract):	_____
Number of parcels (including remainder) created under proposed division:	_____
-1 for each resulting parcel of 40 acres or more if it is accessible:	- _____
Total number of resulting parcels created:	_____

5. Application is

a. Approved

b. Approved with Condition(s):

c. Denied – explain reason(s):

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Pront. Trans.	
ULTIMATE HOLDINGS LLC	HILLSDALE RENAISSANCE LLC	365,000	11/02/2022	WD	03-ARM'S LENGTH	1839/0219	REAL PROPERTY STA	100.0	
MILLER, DIANNE I	ULTIMATE HOLDINGS LLC	220,000	06/08/2022	WD	16-LC PAYOFF	1828/0356	DEED	0.0	
MILLER, MARSHALL W	MILLER, DIANNE I	0	03/03/2021	OTH	07-DEATH CERTIFICATE	1828/0357	OTHER	0.0	
MILLER, MARSHALL W & DIAN	ULTIMATE HOLDINGS LLC	220,000	09/15/2020	MLC	03-ARM'S LENGTH	1773/0417	PROPERTY TRANSFER	100.0	
Property Address	Class: COMMERCIAL-IMPROV Zoning: B-2 Building Permit(s) Date Number Status								
2 N HOWELL ST ETAL	School: HILLSDALE COMM PUBLIC SCHS MIXED USE - RESIDENTIAL & 08/11/2023 PUO2022-260 ASSMT COMP								
Owner's Name/Address	P.R.E. 0% MAP #: WARD 3 MIXED USE - RESIDENTIAL & 05/08/2023 PUO2022-261 ASSMT COMP								
HILLSDALE RENAISSANCE LLC 69 N HOWELL ST HILLSDALE MI 49242	2025 Est X Improved Vacant 2025 Est TCV Tentative Land Value Estimates for Land Table TIFA.TIFA.CENTRAL BUSINESS DISTRICT MIXED USE - RESIDENTIAL & 05/08/2023 PUO2022-262 ASSMT COMP								
Tax Description	* Factors * Description Frontage Depth Front Depth Rate %Adj. Reason Value Dirt Road 57.42 173.25 1.0000 0.0000 0 100* 0 Gravel Road PRIME COMM SQ FT 9,947.440 Sq Ft 9.56 100 95,089 Paved Road * denotes lines that do not contribute to the total acreage calculation. Storm Sewer 57 Actual Front Feet, 0.23 Total Acres Total Est. Land Value = 95,089 Sidewalk Water Sewer Electric Gas Curb Street Lights Standard Utilities Underground Utils. Topography of Site Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain								
LOT 43 AND S 7 FT 11 IN M/L LOT 44 LYING S OF S WALL OF BLDG TO N EXT TO ALLEY 0.23A M/L BLK H OLD PLAT SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)	Work Description for Permit PUO2022-260, Issued 08/11/2023: USE & OCCUPANCY FOR MIXED USE BUILDING - PERMIT FOR COMMERCIAL OFFICE 41% E BACON ST Work Description for Permit PUO2022-261, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2022-262, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2022-263, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING - PERMIT IS FOR 4 N HOWELL ST - NEW WAVES SALON Work Description for Permit PUO2022-264, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2022-273, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2022-275, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2022-276, Issued 05/08/2023: USE & OCCUPANCY FOR MIXED USE BUILDING Work Description for Permit PUO2020-225, Issued 03/22/2022: USE & OCCUPANCY FOR COMMERCIAL MULTIPLE TENANTS STRUCTURE - HOPE HOUSE/CONGREGATE LIVING (UPSTAIRS)								
Comments/Influences	Year Land Value Building Value Assessed Value Board of Review Tribunal/Other Taxable Value								
	2025	Tentative	47,500	Tentative	108,600	Tentative	156,100	Tentative	131,250C
	2024	43,600	81,400	125,000	126,000	119,931C			
	2023	47,400	78,600						
	2022								



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*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: 2-6 E BACON ST (CORNER BLDG)
 Calculator Occupancy: Shopping Center, Mixed w/Offices
 Class: C
 Floor Area: 7,980
 Gross Bldg Area: 10,565
 Stories Above Grd: 2
 Average Sty Hght: 12
 Bsmnt Wall Hght: 8
 Depr. Table: 2%
 Effective Age: 57
 Physical %Good: 40
 Func. %Good: 100
 Economic %Good: 100
 1873 Year Built
 1999 Remodeled
 24 Overall Bldg Height
 Comments:
 1873 SMITH HOTEL (3 STORIES). 1908 RESTAURANT, BAR, BARBER SHOP, BILLIARDS. 1924-1957 J.C. PENNEY. 1968 ROOFS REBUILT. 1973 3RD FL CONDEMNED.

Construction Cost
 High Above Ave. X Ave. Low
 ** ** Calculator Cost Data ** **
 Quality: Average
 Heat#1: Package Heating & Cooling 50%
 Heat#2: Forced Air Furnace 0%
 Ave. SqFt/Story: 3990
 Ave. Perimeter: 255
 Has Elevators:
 *** Basement Info ***
 Area:
 Perimeter:
 Type: Storage Basement
 Heat: No Heating or Cooling
 * Mezzanine Info *
 Area #1:
 Type #1:
 Area #2:
 Type #2:
 Area:
 Type:

Calculator Cost Computations
 Class: C Quality: Average
 Stories: 2 Story Height: 12
 Overall Building Height: 24
 Base Rate for Upper Floors = 118.68
 (10) Heating system: Package Heating & Cooling Cost/SqFt: 18.43 50%
 Adjusted Square Foot Cost for Upper Floors = 127.90
 Total Floor Area: 7,980 Base Cost New of Upper Floors = 1,020,603
 Reproduction/Replacement Cost = 1,020,603
 Eff.Age:57 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 40 /100/100/100/40.0
 Total Depreciated Cost = 408,241
 ECF (34OLD.WARDS 3 & 4 OLD PLAT VILLAGE OF HILLSDALE)0.360 => TCV of Bldg: 1 =
 Replacement Cost/Floor Area= 127.90 Est. TCV/Floor Area= 18.42

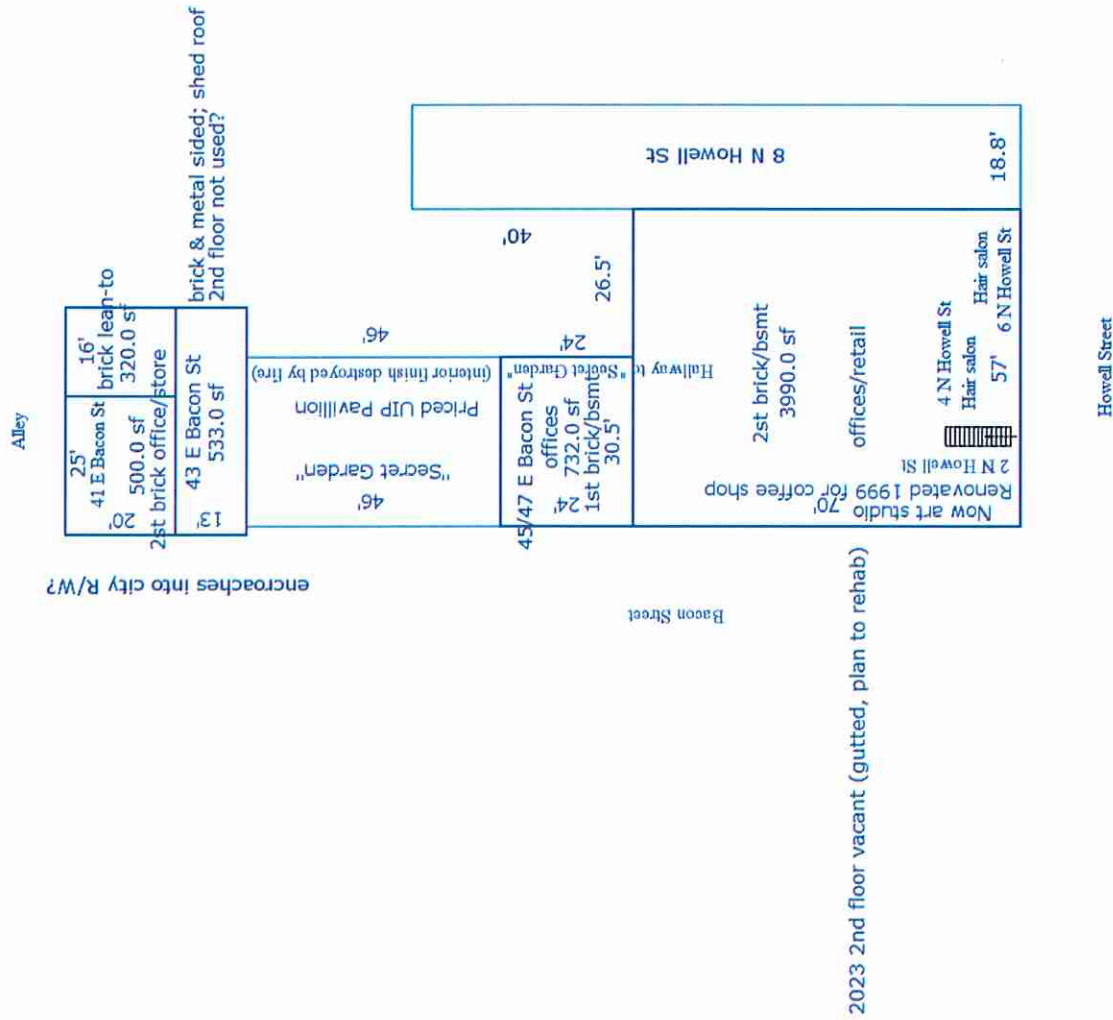
(1) Excavation/Site Prep:
 (2) Foundation: Footings
 X Poured Conc Brick/Stone Block
 (3) Frame:
 (4) Floor Structure:
 (5) Floor Cover:
 (6) Ceiling:

(7) Interior:
 (8) Plumbing:
 Many Above Ave. Average Typical Few None
 Total Fixtures Urinals
 3-Piece Baths Wash Bowls
 2-Piece Baths Water Heaters
 Shower Stalls Wash Fountains
 Toilets Water Softeners
 (9) Sprinklers:
 (10) Heating and Cooling:
 X Gas Coal
 Oil Stoker Hand Fired
 Boiler

(11) Electric and Lighting:
 Outlets: Fixtures:
 X Few Average X Few
 Many Many
 Unfinished Unfinished
 Typical Typical
 Flex Conduit Incandescent
 Rigid Conduit Fluorescent
 Armored Cable Mercury
 Non-Metallic Sodium Vapor
 Bus Duct Transformer
 (13) Roof Structure: Slope=0
 (14) Roof Cover:

(39) Miscellaneous:
 (40) Exterior Wall:
 Thickness Bsmnt Insul.

*** Information herein deemed reliable but not guaranteed***



Sketch by Apen Slench

*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: 41 E BACON ST WEST BLDG
 Calculator Occupancy: Shopping Center, Mixed w/Offices

Class: C		Quality: Average	
Stories: 2		Story Height: 10	
Overall Building Height: 20		Perimeter: 90	

Calculator Cost Computations
 <<<<< >>>>>

Base Rate for Upper Floors = 166.53

(10) Heating system: Package Heating & Cooling Cost/SqFt: 25.86 100%
 Adjusted Square Foot Cost for Upper Floors = 192.39

Total Floor Area: 1,000 Base Cost New of Upper Floors = 192,390
 Reproduction/Replacement Cost = 192,390
 Eff.Age:101 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 40 /100/100/100/40.0
 Total Depreciated Cost = 76,956

ECF (34)OLD.WARDS 3 & 4 OLD PLAT VILLAGE OF HILLSDALE)0.360 => TCV of Bldg: 2 =
 Replacement Cost/Floor Area= 192.39 Est. TCV/Floor Area= 27.70

Area: Average
 Type: Average

(1) Excavation/Site Prep:

(2) Foundation: Footings

X	Poured Conc	Brick/Stone	Block
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(3) Frame:

(4) Floor Structure:

(5) Floor Cover:

(6) Ceiling:

(7) Interior:

(8) Plumbing:

Many Above Ave.	Average Typical	Few None
Total Fixtures	Urinals	
3-Piece Baths	Wash Bowls	
2-Piece Baths	Water Heaters	
Shower Stalls	Wash Fountains	
Toilets	Water Softeners	

(9) Sprinklers:

(10) Heating and Cooling:

X	Gas Oil	Coal Stoker	Hand Fired Boiler
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(11) Electric and Lighting:

Outlets:		Fixtures:	
X	Few Average	X	Few Average
	Many Unfinished Typical		Many Unfinished Typical
	Flex Conduit Rigid Conduit Armored Cable Non-Metallic Bus Duct		Incandescent Fluorescent Mercury Sodium Vapor Transformer

(13) Roof Structure: Slope=0

(14) Roof Cover:

(39) Miscellaneous:

(40) Exterior Wall:
 Thickness Bsmt Insul.

*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: 43 E BACON ST- 2ND FL N/V Calculator Occupancy: Shopping Center, Mixed w/Offices		<<<<<< Calculator Cost Computations Class: C Quality: Low Cost Stories: 1 Story Height: 10 Perimeter: 108	
Construction Cost		Base Rate for Upper Floors = 140.31	
High	Above Ave.	Ave.	X Low
** ** Calculator Cost Data ** **			
Quality: Low Cost		(10) Heating system: Package Heating & Cooling Cost/SqFt: 26.99 100%	
Heat#1: Package Heating & Cooling 100		Adjusted Square Foot Cost for Upper Floors = 167.30	
Heat#2: Electric, Cable or Baseboard 0%		Total Floor Area: 533 Base Cost New of Upper Floors = 89,171	
Ave. SqFt/Story: 533		Reproduction/Replacement Cost = 89,171	
Ave. Perimeter: 108		Eff. Age: 101 Phy. %Good/Abnr. Phy./Func./Econ./Overall %Good: 40 /100/100/100/40.0	
Has Elevators:		Total Depreciated Cost = 35,668	
*** Basement Info ***			
Area:		ECF (34OLD.WARDS 3 & 4 OLD PLAT VILLAGE OF HILLSDALE)0.360 => TCV of Bldg: 3 =	
Perimeter:		Replacement Cost/Floor Area= 167.30 Est. TCV/Floor Area= 24.09	
Type:		Heat: No Heating or Cooling	
Overall Bldg Height		* Mezzanine Info *	
Comments:		* Sprinkler Info *	
CONSTRUCTED SEPARATELY		Area #1:	
FROM HOTEL. 2ND FLOOR		Type #1:	
AND REAR ADDITION METAL		Area #2:	
SIDED (POLE?). 2ND		Type #2:	
FLOOR APPEARS TO BE		Area:	
UNUSED (UNREPAIRED FIRE		Type:	
DAMAGE?). 1975-2021		(1) Excavation/Site Prep:	

(7) Interior:		(11) Electric and Lighting:		(39) Miscellaneous:	
(8) Plumbing:		Outlets:		Fixtures:	
Many Above Ave.	Average Typical	Few	Average	Few	Average
Total Fixtures	Urinals	Many Unfinished Typical	Many Unfinished Typical	Many Unfinished Typical	Many Unfinished Typical
3-Piece Baths	Wash Bowls	Shower Stalls	Flex Conduit	Incandescent	Fluorescent
2-Piece Baths	Water Heaters	Toilets	Rigid Conduit	Mercury	Sodium Vapor
Toilets	Water Softeners	(9) Sprinklers:	Armored Cable	Transformer	(40) Exterior Wall:
(9) Heating and Cooling:		(13) Roof Structure: Slope=0		Thickness	
Gas	Coal	(10) Heating and Cooling:		Bsmnt Insul.	
Oil	Stoker	Hand Fired	(14) Roof Cover:		(14) Roof Cover:
(4) Floor Structure:		(5) Floor Cover:		(14) Roof Cover:	
(2) Foundation:		(6) Ceiling:		(14) Roof Cover:	
X Poured Conc	Brick/Stone	(1) Excavation/Site Prep:		(14) Roof Cover:	
Footings	Block	(2) Foundation:		(14) Roof Cover:	
(3) Frame:		(3) Frame:		(14) Roof Cover:	
(4) Floor Structure:		(4) Floor Structure:		(14) Roof Cover:	
(5) Floor Cover:		(5) Floor Cover:		(14) Roof Cover:	
(6) Ceiling:		(6) Ceiling:		(14) Roof Cover:	

Desc. of Bldg/Section: 45-47 E BACON ST Calculator Occupancy: Shopping Center, Mixed w/Offices		<<<<<< Calculator Cost Computations >>>>>>	
Class: C Quality: Average Stories: 1 Story Height: 12 Perimeter: 79 Overall Building Height: 12		Base Rate for Upper Floors = 140.86 (10) Heating system: Package Heating & Cooling Cost/SqFt: 21.87 100% Adjusted Square Foot Cost for Upper Floors = 162.73	
Construction Cost High Above Ave. Ave. X Low ** ** Calculator Cost Data ** **		Total Floor Area: 732 Base Cost New of Upper Floors = 119,119 (10) Heating system: Package Heating & Cooling Cost/SqFt: 21.87 100% Adjusted Square Foot Cost for Upper Floors = 162.73	
Quality: Average Heat#1: Package Heating & Cooling 100 Heat#2: Electric, Cable or Baseboard 0% Ave. Sqft/Story: 732 Ave. Perimeter: 79 Has Elevators:		Reproduction/Replacement Cost = 119,119 Overall %Good: 40 /100/100/100/40.0 Total Depreciated Cost = 47,648	
*** Basement Info *** Area: Perimeter: 79 Type: Storage Basement Heat: No Heating or Cooling		Rate Quantity Arch %Good Depr. Cost /CI16/YARI/PATE/PAVCSUL 37634.28 1 1.00 40 15,054	
* Mezzanine Info * Area #1: Type #1: OFFICES, REBUILT AFTER Area #2: 1984 FIRE. "SECRET Type #2: GARDEN" INCLUDED IN THIS AREA AS UIP CAST STONE PAVILION.		ECF (34OLD,WARDS 3 & 4 OLD PLAT VILLAGE OF HILLSDALE)0.360 => TCV of Bldg: 4 = Replacement Cost/Floor Area= 214.14 Est. TCV/Floor Area= 30.84	
* Sprinkler Info * Area: Type:		Unit in Place Items Rate Quantity Arch %Good Depr. Cost /CI16/YARI/PATE/PAVCSUL 37634.28 1 1.00 40 15,054	

(1) Excavation/Site Prep:	(7) Interior:	(11) Electric and Lighting:	(39) Miscellaneous:
(2) Foundation:	(8) Plumbing:	Outlets:	
X Poured Conc	Many Above Ave.	Few Average Many Unfinished Typical	
Brick/Stone	Total Fixtures	Flex Conduit Incandescent Fluorescent Mercury Sodium Vapor Transformer	
Block	3-Piece Baths	Armored Cable	(40) Exterior Wall:
	2-Piece Baths	Non-Metallic	Thickness
(3) Frame:	Shower Stalls	Bus Duct	Bsmnt Insul.
	Toilets		
(4) Floor Structure:	(9) Sprinklers:	(13) Roof Structure: Slope=0	
	Gas Coal Hand Fired		
(5) Floor Cover:	Oil Stoker Boiler		
	(10) Heating and Cooling:	(14) Roof Cover:	
(6) Ceiling:			

*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: BRICK LEAN-TO ON 41 E BACON
 Calculator Occupancy: Shopping Center, Mixed w/offices

Construction Cost			
High	Above Ave.	Ave.	Low
**	**	**	**

Class: C
 Floor Area: 320
 Gross Bldg Area: 10,565
 Stories Above Grd: 1
 Average Sty Hght : 10
 Bsmnt Wall Hght

Quality: Low Cost
 Heat#1: Package Heating & Cooling 100
 Heat#2: Electric, Cable or Baseboard 0%
 Ave. SqFt/Story: 320
 Ave. Perimeter: 52
 Has Elevators:

*** Basement Info ***
 Area:
 Perimeter:
 Type:
 Heat: No Heating or Cooling

* Mezzanine Info *
 Area #1:
 Type #1:
 Area #2:
 Type #2:

* Sprinkler Info *
 Area:
 Type: Low

Comments:

<<<<<< Calculator Cost Computations >>>>>>

Class: C Quality: Low Cost
 Stories: 1 Story Height: 10
 Overall Building Height: 10
 Perimeter: 52

Base Rate for Upper Floors = 129.21
 (10) Heating system: Package Heating & Cooling Cost/SqFt: 24.86 100%
 Adjusted Square Foot Cost for Upper Floors = 154.07
 Total Floor Area: 320 Base Cost New of Upper Floors = 49,302
 Reproduction/Replacement Cost = 49,302
 Eff.Age:54 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 40 /100/100/100/40.0
 Total Depreciated Cost = 19,721

ECF (34)OLD.WARDS 3 & 4 OLD PLAT VILLAGE OF HILLSDALE)0.360 => TCV of Bldg: 5 =
 Replacement Cost/Floor Area= 154.07 Est. TCV/Floor Area= 22.19

(1) Excavation/Site Prep:

(2) Foundation: Footings

X Poured Conc Brick/Stone Block

(3) Frame:

(4) Floor Structure:

(5) Floor Cover:

(6) Ceiling:

(7) Interior:

(8) Plumbing:

Many Above Ave.	Average Typical	Few None
Total Fixtures	Urinals	
3-Piece Baths	Wash Bowls	
2-Piece Baths	Water Heaters	
Shower Stalls	Wash Fountains	
Toilets	Water Softeners	

(9) Sprinklers:

(10) Heating and Cooling:

Gas Oil	Coal Stoker	Hand Fired Boiler
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(11) Electric and Lighting:

Outlets:		Fixtures:	
Few Average Many Unfinished Typical	Flex Conduit Rigid Conduit Armored Cable Non-Metallic Bus Duct	Few Average Many Unfinished Typical	Incandescent Fluorescent Mercury Sodium Vapor Transformer

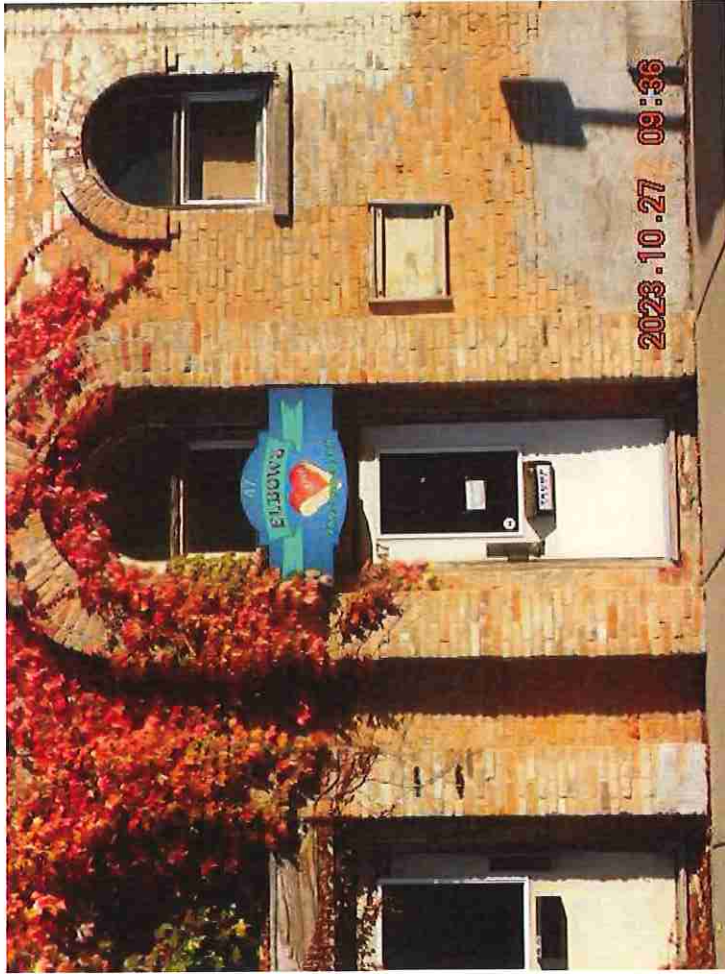
(13) Roof Structure: Slope=0

(14) Roof Cover:

(39) Miscellaneous:

(40) Exterior Wall:
 Thickness Bsmnt Insul.

*** Information herein deemed reliable but not guaranteed***



2023.10.27 09:36

006-227-285-18

2 N HOWELL ST ETAL

2023-10-27

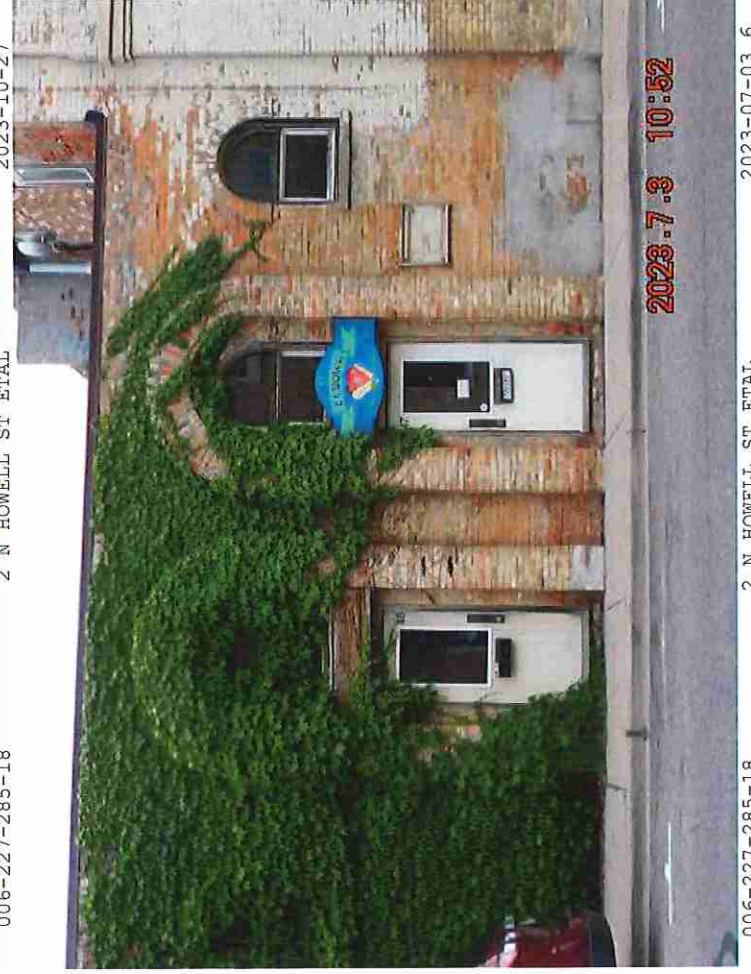


2023.7.3 10:53

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_7

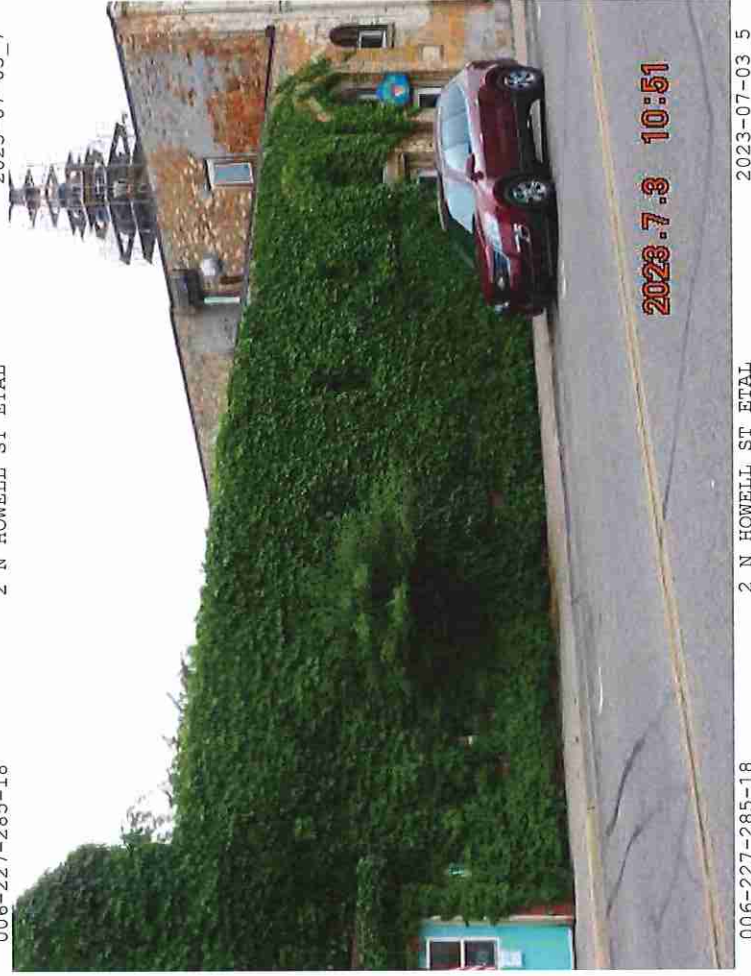


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006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_6



2023.7.3 10:51

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_5



2023.7.3 10:51

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_4



2023.7.3 10:51

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_3



2023.7.3 10:50

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_2



2023.7.3 10:50

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03_1

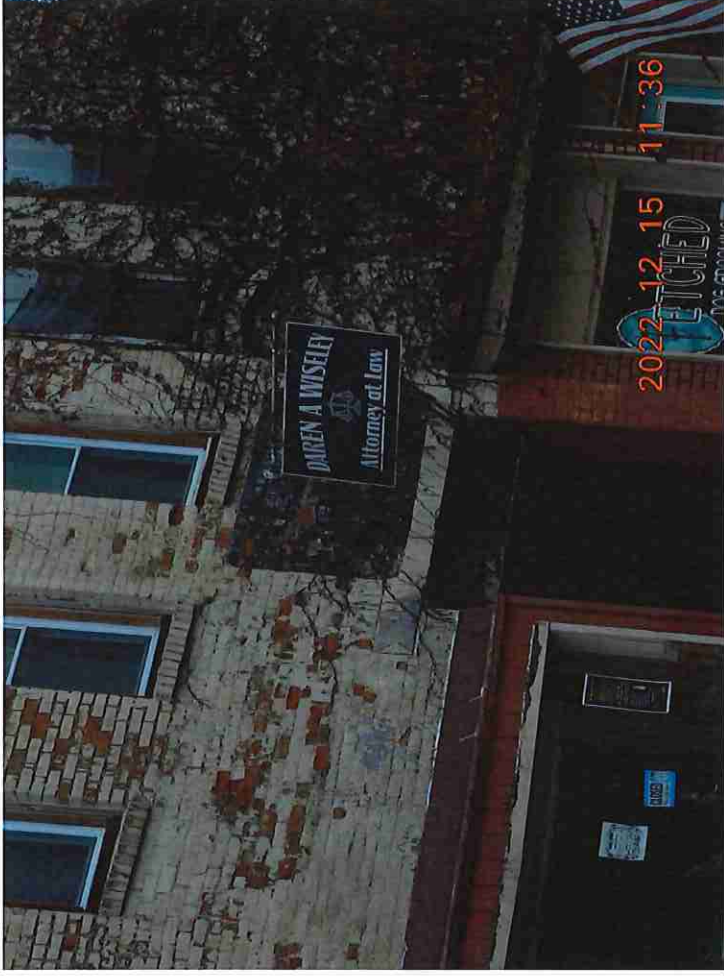


2023.7.3 09:18

006-227-285-18

2 N HOWELL ST ETAL

2023-07-03

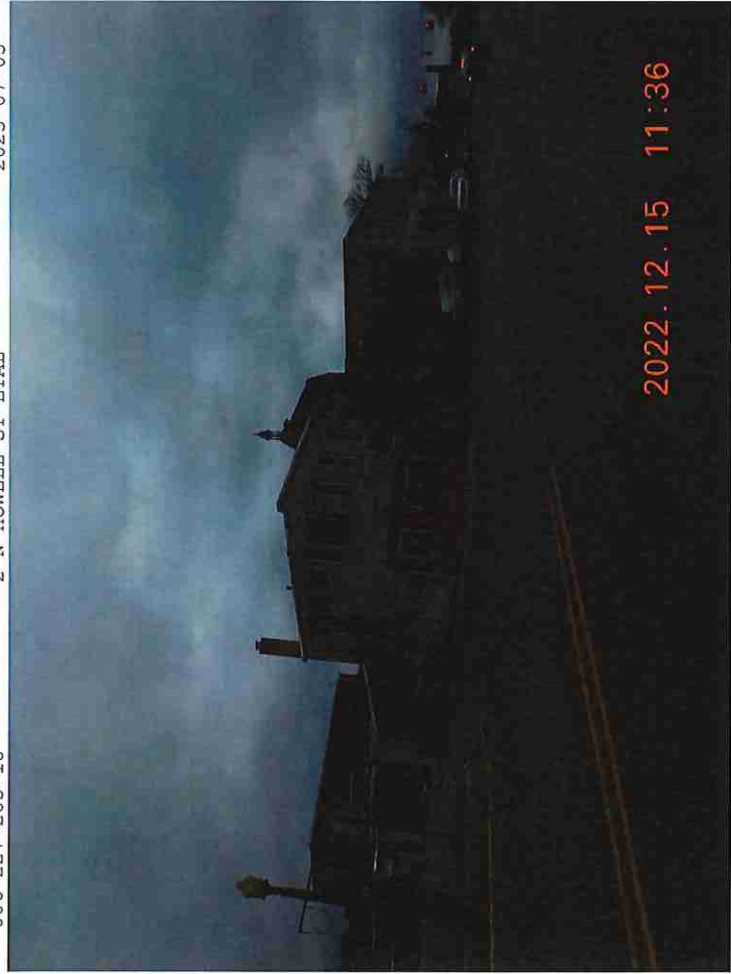


2022.12.15 11:36

006-227-285-18

2 N HOWELL ST ETAL

2022-12-15 1



2022.12.15 11:36

006-227-285-18

2 N HOWELL ST ETAL

2022-12-15



2022.9.29 14:05

006-227-285-18

2 N HOWELL ST ETAL

2022-09-29_5



2022.9.29 14:04

006-227-285-18

2 N HOWELL ST ETAL

2022-09-29 4



2022.9.29 14:04

006-227-285-18

2 N HOWELL ST ETAL

2022-09-29 3



2022.9.29 14:03

006-227-285-18

2 N HOWELL ST ETAL

2022-09-29 2



2022.9.29 14:03

006-227-285-18

2 N HOWELL ST ETAL

2022-09-29 1



006-227-285-18

2 N HOWELL ST ETAL

2022-09-29



006-227-285-18

2 N HOWELL ST ETAL

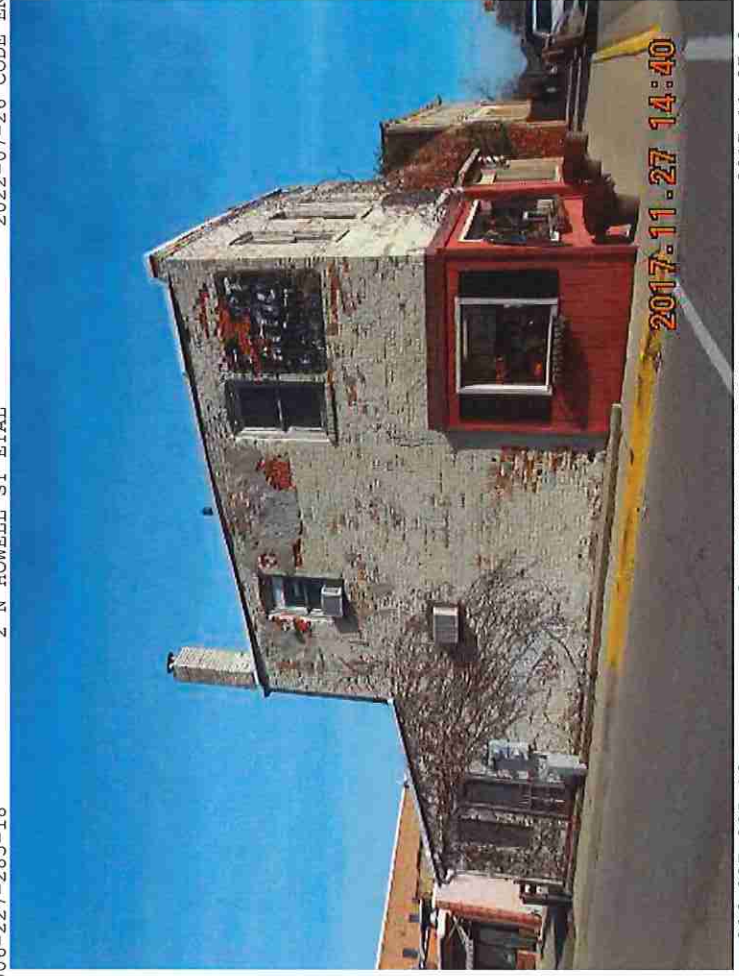
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006-227-285-18

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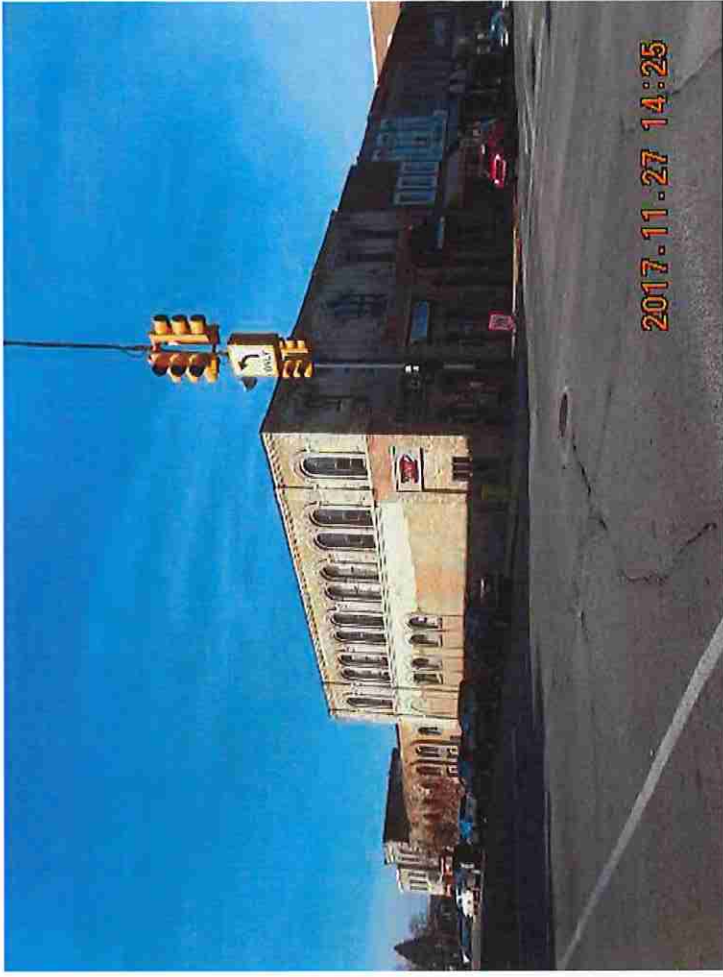
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006-227-285-18

2 N HOWELL ST ETAL

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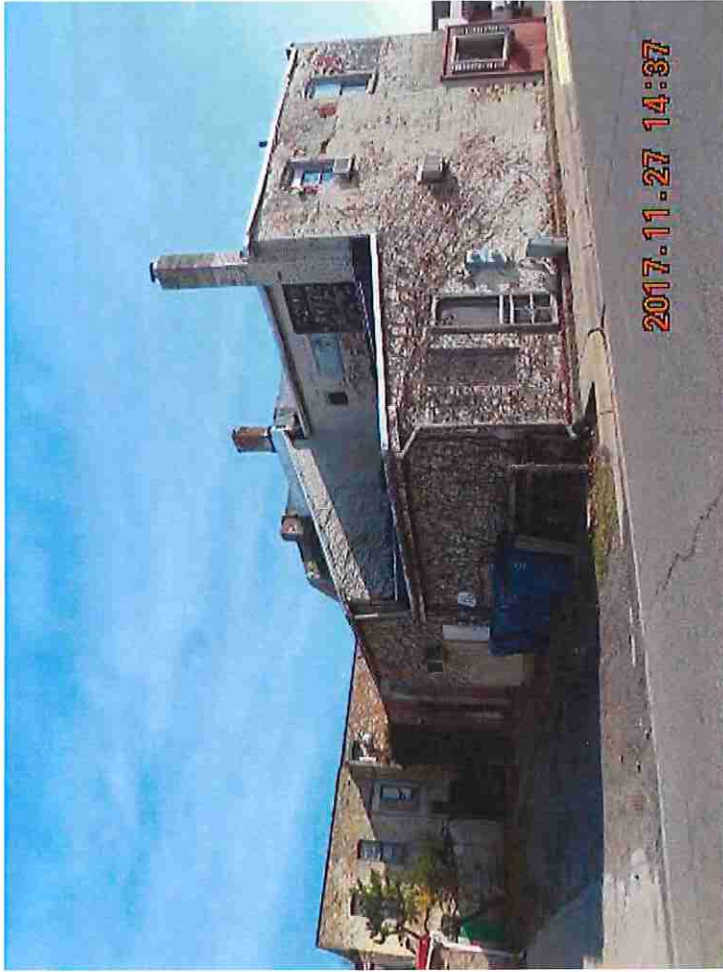


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006-227-285-18

2 N HOWELL ST ETAL

2017-11-27

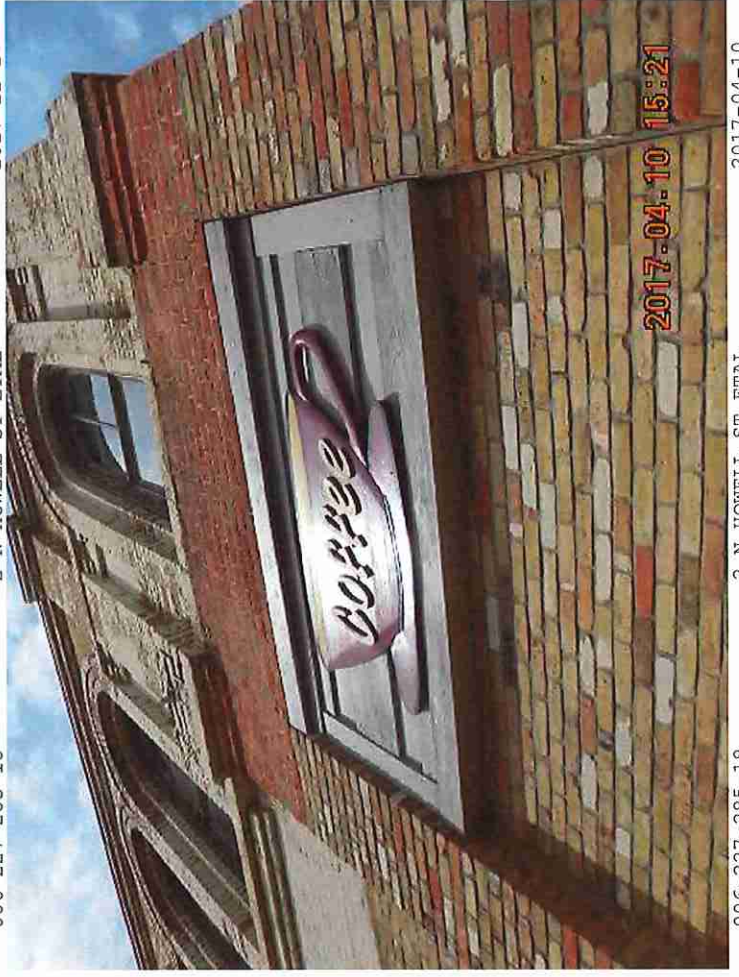


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006-227-285-18

2 N HOWELL ST ETAL

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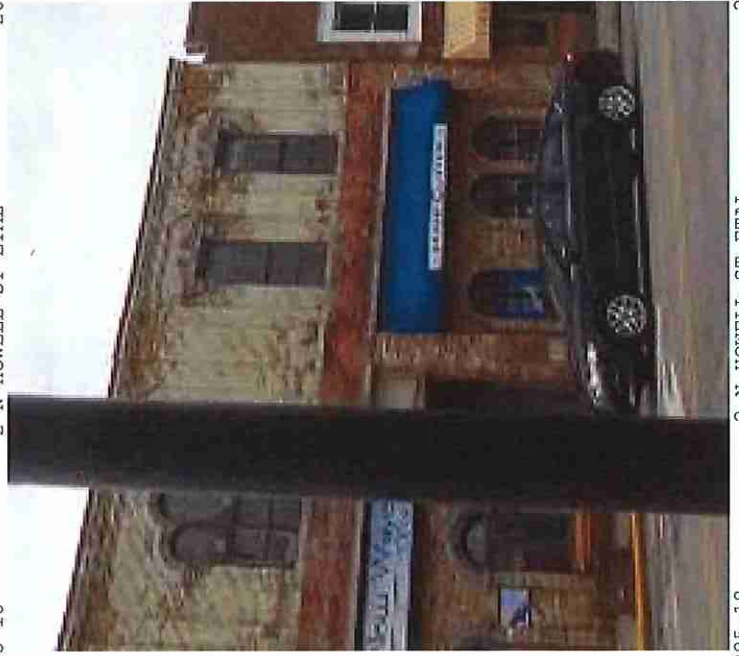


2017-04-10 15:21

006-227-285-18

2 N HOWELL ST ETAL

2017-04-10



006-227-285-18

2 N HOWELL ST ETAL

2017-04-10




Michel's Counseling Services
 Perry D. Michel, LLPC
 4 N. Howell Street
 Suite 220
 Hours by appointment
 (517) 206-2517
 Children, Adolescents & Adults
 Individual & Family Counseling available

UPPER LEFT

2016.12.13 14:35

006-227-285-18

2 N HOWELL ST ETAL

2016-12-13 CODE ENF



Hillsdale County GIS

Parcel Report: 006-227-285-18

4/4/2024
1:49:32 PM



Property Address

2 N HOWELL ST
HILLSDALE, MI, 49242

Owner Address

HILLSDALE RENAISSANCE LLC

Unit: 006

--

Unit Name: CITY OF HILLSDALE

69 N HOWELL ST
HILLSDALE, MI 49242

General Information for 2023 Tax Year

Parcel Number: 006-227-285-18 Assessed Value: \$125,000

Property Class: 201 Taxable Value: \$125,000

Class Name: COMMERCIAL-IMPROVED State Equalized Value: \$125,000

School Dist Code: 30020

School Dist Name: HILLSDALE COMM PUBLIC SCHS

PRE 2022: 0%

PRE 2023: 0%

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2022	\$126,000	\$126,000	\$119,931
2021	\$116,100	\$116,100	\$116,100

Land Information

Acreage: 0.228

Tax Description

LOT 43 AND S 7 FT 11 IN M/L LOT 44 LYING S OF S WALL OF BLDG TO N EXT TO ALLEY 0.23A M/L BLK H OLD PLAT SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)

Sales Information

Sale Date: 11-02-2022

Sale Price: 365000

Instrument: WD

Grantor: ULTIMATE HOLDINGS LLC

Grantee: HILLSDALE RENAISSANCE LLC

Terms of Sale: 03-ARM'S LENGTH

Liber/Page: 1839/219

Sale Date: 06-08-2022

Sale Price: 220000

Instrument: WD

Grantor: MILLER, DIANNE L

Grantee: ULTIMATE HOLDINGS LLC

Terms of Sale: 16-LC PAYOFF

Liber/Page: 1828/356

Sale Date: 03-03-2021

Sale Price: 0

Instrument: OTH

Grantor: MILLER, MARSHALL W

Grantee: MILLER, DIANNE L

Terms of Sale: 07-DEATH CERTIFICATE

Liber/Page: 1828/357

Sale Date: 09-14-2020

Sale Price: 220000

Instrument: MLC

Grantor: MILLER, MARSHALL W & DIANNE L

Grantee: ULTIMATE HOLDINGS LLC

Terms of Sale: 03-ARM'S LENGTH

Liber/Page: 1773/417

Sale Date: 05-09-1984

Sale Price: 92000

Instrument: WD

Grantor: TOUSE, J & A/HOWELL, M & J

Grantee: MILLER, MARSHALL W & DIANNE L

Terms of Sale: 16-LC PAYOFF

Liber/Page: 518/609

Sale Date: 04-10-1983

Sale Price: 0

Instrument: MLC

Grantor: TOUSE, J & A/HOWELL, M & J

Grantee: MILLER, MARSHALL W & DIANNE L

Terms of Sale: 21-NOT USED/OTHER

Liber/Page: 510/659

Sale Date: 09-28-1973

Sale Price: 17000

Instrument: WD

Grantor: ADAIR, MARIAN

Grantee: TOUSE, J & A/HOWELL, M & J

Terms of Sale: 03-ARM'S LENGTH

Liber/Page: 455/71

Sale Date: 09-28-1973

Sale Price: 17000

Instrument: WD

Grantor: SEYBOLD, R B JR & DOROTHY

Grantee: TOUSE, J & A/HOWELL, M & J

Terms of Sale: 03-ARM'S LENGTH

Liber/Page: 455/72

Sale Date: 07-23-1971

Sale Price: 1

Instrument: QC

Grantor: SEYBOLD, R B JR & D/RICHARD, S

Grantee: SEYBOLD, R B JR & DOROTHY

Terms of Sale: 21-NOT USED/OTHER

Liber/Page: 444/614

Tax History *Total Due as of settlement date**Tax Details 2023 Winter**

School Dist. Code:	30020	Assessed Value:	\$125,000
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$125,000
Property Class:	201	State Equalized Value:	\$125,000
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date: February 13, 2024

Base Tax:	\$1,952.42	Base Paid:	\$1,952.42
Admin Fees:	\$19.52	Admin Fees Paid:	\$19.52
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$1,971.94	Total Paid:	\$1,971.94

Tax Items 2023 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
COUNTY MED CARE	0.5889	73.61	\$73.61
2022 SENIORS	1	125.00	\$125.00
COUNTY AMBULANCE	0.8343	104.28	\$104.28
2018 AMBULANCE	0.1472	18.40	\$18.40
2018 MENT HEALTH	0.4907	61.33	\$61.33
2006 MCF DEBT	0.3	37.50	\$37.50
SCHOOL OPERATING	8.8155	1,101.93	\$1,101.93
SCHOOL BLDG/SITE	1.0986	137.32	\$137.32
HILLSDALE ISD	0.1315	16.43	\$16.43
HILLSDALE SPC ED	1.4754	184.42	\$184.42
HILLSDALE VOC ED	0.7376	92.20	\$92.20
SCHOOL OPER FC	8.8155	0.00	\$0.00

Tax Details 2023 Summer

School Dist. Code:	30020	Assessed Value:	\$125,000
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$125,000
Property Class:	201	State Equalized Value:	\$125,000
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date:

Base Tax:	\$0.00	Base Paid:	\$0.00
Admin Fees:	\$0.00	Admin Fees Paid:	\$0.00
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$0.00	Total Paid:	\$0.00

Tax Items 2023 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY OPERATING	12.1479	1,518.48	\$0.00
CITY STREETS	2.4296	303.70	\$0.00
CITY SINK FUND	0	0.00	\$0.00
CITY PUBLIC SFTY	0.977	122.12	\$0.00
CITY 2021 STREET	3.4465	430.81	\$0.00
CITY 2021 LEAF	0.4923	61.53	\$0.00
LIBRARY	0.9718	121.47	\$0.00
COUNTY ALLOCATED	4.8619	607.73	\$0.00
STATE EDUC TAX	6	750.00	\$0.00
SCHOOL OPERATING	8.8155	1,101.93	\$0.00
SCHOOL BLDG/SITE	1.0986	137.32	\$0.00
HILLSDALE ISD	0.1314	16.42	\$0.00
HILLSDALE SPC ED	1.4749	184.36	\$0.00
HILLSDALE VOC ED	0.7375	92.18	\$0.00
SCHOOL OPER FC	8.8155	0.00	\$0.00

Tax Details 2022 Winter

School Dist. Code:	30020	Assessed Value:	\$126,000
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$119,931
Property Class:	201	State Equalized Value:	\$126,000
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date: December 13, 2022

Base Tax:	\$1,876.56	Base Paid:	\$1,876.56
Admin Fees:	\$18.77	Admin Fees Paid:	\$18.77
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$1,895.33	Total Paid:	\$1,895.33

Tax Items 2022 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CO MCF	0.5889	70.62	\$70.62
CO 2004 SENIOR	0.4873	58.44	\$58.44
CO AMBULANCE SVC	0.8343	100.05	\$100.05
CO AMBULANCE CAP	0.1472	17.65	\$17.65
CO 2008 SENIOR	0.4904	58.81	\$58.81
CO MENTAL HEALTH	0.4907	58.85	\$58.85
2006 MCF DEBT	0.35	41.97	\$41.97
SCHOOL OPERATING	8.8155	1,057.25	\$1,057.25
SCHOOL BLDG/SITE	1.0986	131.75	\$131.75
HILLSDALE ISD	0.1315	15.77	\$15.77
HILLSDALE SPC ED	1.4754	176.94	\$176.94
HILLSDALE VOC ED	0.7376	88.46	\$88.46
SCHOOL OPER FC	8.8155	0.00	\$0.00

Tax Details 2022 Summer

School Dist. Code:	30020	Assessed Value:	\$126,000
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$119,931
Property Class:	201	State Equalized Value:	\$126,000
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date: November 7, 2022

Base Tax:	\$5,227.11	Base Paid:	\$5,227.11
Admin Fees:	\$52.27	Admin Fees Paid:	\$52.27
Interest Fees:	\$263.97	Interest Fees Paid:	\$264
Total Tax & Fees:	\$5,543.35	Total Paid:	\$5,543.35

Tax Items 2022 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY-GEN OPERG	12.1479	1,456.90	\$1,456.90
CITY-STREETS	2.4296	291.38	\$291.38
CITY-SINKING FND	0	0.00	\$0.00
CITY-PUBLIC SAFE	0.977	117.17	\$117.17
CITY 2021 STREET	3.4465	413.34	\$413.34
CITY 2021 LEAF	0.4923	59.04	\$59.04
LIBRARY	0.9718	116.54	\$116.54
COUNTY OPERG	4.8619	583.09	\$583.09
S.E.T. -	6	719.58	\$719.58
SCHOOL OPERG -	8.8155	1,057.25	\$1,057.25
SCHOOL BLDG/SITE	1.0986	131.75	\$131.75
ISD GENERAL EDUC	0.1314	15.75	\$15.75
ISD SPECIAL ED.-	1.4749	176.88	\$176.88
ISD VOC. ED.-	0.7375	88.44	\$88.44
SCHOOL OPER FC	8.8155	0.00	\$0.00

Tax Details 2021 Winter

School Dist. Code:	30020	Assessed Value:	\$116,100
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$116,100
Property Class:	201	State Equalized Value:	\$116,100
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date:

Base Tax:	\$1,828.81	Base Paid:	\$0.00
Admin Fees:	\$18.29	Admin Fees Paid:	\$0.00
Interest Fees:	\$55.41	Interest Fees Paid:	\$0
Total Tax & Fees:	\$1,902.51	Total Paid:	\$0.00

Tax Items 2021 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CO MCF	0.5921	68.74	\$0.00
CO 2004 SENIOR	0.4899	56.87	\$0.00
CO AMBULANCE SVC	0.8388	97.38	\$0.00
CO AMBULANCE CAP	0.148	17.18	\$0.00
CO 2008 SENIOR	0.4931	57.24	\$0.00
CO MENTAL HEALTH	0.4934	57.28	\$0.00
2006 MCF DEBT	0.35	40.63	\$0.00

SCHOOL OPERATING	8.8789	1,030.84	\$0.00
SCHOOL BLDG/SITE	1.1119	129.09	\$0.00
HILLSDALE ISD	0.1322	15.34	\$0.00
HILLSDALE SPC ED	1.4828	172.15	\$0.00
HILLSDALE VOC ED	0.7414	86.07	\$0.00
SCHOOL OPER FC	8.8789	0.00	\$0.00

Tax Details 2021 Summer

School Dist. Code:	30020	Assessed Value:	\$116,100
School Dist. Name:	HILLSDALE COMM PUBLIC SCHS	Taxable Value:	\$116,100
Property Class:	201	State Equalized Value:	\$116,100
Class Name:	COMMERCIAL-IMPROVED	Exemption Percent:	0%

Last Payment Date: August 31, 2021

Base Tax:	\$5,110.46	Base Paid:	\$5,110.46
Admin Fees:	\$51.10	Admin Fees Paid:	\$51.10
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$5,161.56	Total Paid:	\$5,161.56

Tax Items 2021 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY-GEN OPERG	12.3367	1,432.29	\$1,432.29
CITY-STREETS	2.4674	286.46	\$286.46
CITY-SINKING FND	0	0.00	\$0.00
CITY-PUBLIC SAFE	0.9922	115.19	\$115.19
CITY 2021 STREET	3.5	406.35	\$406.35
CITY 2021 LEAF	0.5	58.05	\$58.05
LIBRARY	0.9869	114.57	\$114.57
COUNTY OPERG	4.8879	567.48	\$567.48
S.E.T. -	6	696.60	\$696.60
SCHOOL OPERG -	8.8789	1,030.84	\$1,030.84
SCHOOL BLDG/SITE	1.1119	129.09	\$129.09
ISD GENERAL EDUC	0.1321	15.33	\$15.33
ISD SPECIAL ED.-	1.4828	172.15	\$172.15
ISD VOC. ED.-	0.7413	86.06	\$86.06
SCHOOL OPER FC	8.8789	0.00	\$0.00

Application Use and Disclaimer

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GIS/Mapping Disclaimer

Parcel #: 006-227-285-18
Tax Year: 2023

HILLSDALE RENAISSANCE LLC

69 N HOWELL ST
HILLSDALE MI 49242

SUMMER		WINTER	
12.1479	CITY OPERATIN	0.5889	COUNTY MED CA
2.4296	CITY STREETS	1.0000	2022 SENIORS
	CITY SINK FUN	0.8343	COUNTY AMBULA
0.9770	CITY PUBLIC S	0.1472	2018 AMBULANC
3.4465	CITY 2021 STR	0.4907	2018 MENT HEA
0.4923	CITY 2021 LEA	0.3000	2006 MCF DEBT
0.9718	LIBRARY	8.8155	SCHOOL OPERAT
4.8619	COUNTY ALLOCA	1.0986	SCHOOL BLDG/S
6.0000	STATE EDUC TA	0.1315	HILLSDALE ISD
8.8155	SCHOOL OPERAT	1.4754	HILLSDALE SPC
1.0986	SCHOOL BLDG/S	0.7376	HILLSDALE VOC
0.1314	HILLSDALE ISD	8.8155	SCHOOL OPER F
1.4749	HILLSDALE SPC		
0.7375	HILLSDALE VOC		
8.8155	SCHOOL OPER F		
	UTILITY LIENS		
43.5849	TOTAL TAXES	15.6197	TOTAL TAXES
	ADMIN FEE		ADMIN FEE
	TOTAL W/ADMIN		TOTAL W/ADMIN
	INTEREST/PEN		INTEREST/PEN
	GRAND TOTAL		GRAND TOTAL
	TOTAL PAID		TOTAL PAID
	DATE PAID		DATE PAID
	BALANCE		BALANCE

GRAND TOTAL BALANCE: 0.00

(PRE/MBIT: 0.0000)
(TAXABLE: 125,000)
(ASSESSED: 125,000)
(SEV: 125,000)

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item: New Business

SUBJECT: Set Public Hearing – Application for OPRA Exemption Certificate – 37 McCollum Street

BACKGROUND PROVIDED BY STAFF: Sam Fry, Marketing & Development Coordinator

The City Clerk’s Office is in receipt of an Application for Obsolete Property Rehabilitation Exemption Certificate for property located at 37 McCollum Street owned by GSG Generations, LLC. The application is for tax abatement on the rehabilitation of the former “Hillsdale Fire Department Engine House No. 1” building. The project has an estimated cost of \$500,000 in renovations to allow for retail space on the first floor and two residential apartment units on the second floor.

The property in question is located within an OPRA district created in 2013.

Property	2024 State Equalized Value	Taxable Value of Building (to be frozen)
37 McCollum Street	\$34,400	\$14,600

RECOMMENDATION:

Council is required to hold a public hearing and act on the application within 60 days of receipt. Staff recommends Council set a public hearing for May 20, 2024.

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024

NEW BUSINESS ITEM: MDOT Trunkline Maintenance Contract Renewal

SUBJECT: Department of Public Services

BACKGROUND PROVIDED BY: DPS Director, Jason Blake

The state contracts with local agencies to provide maintenance on state highways that run through local jurisdictions. The City of Hillsdale currently has a contract with Michigan Department of Transportation (MDOT) to perform those tasks on M-99 within the city limits. The new five (5) year contract will authorize the City to continue to perform this maintenance and receive compensation for that work. As part of the contract renewal process, MDOT requires a resolution be approved by the governing body specifying those officials authorized to sign the contract. All amounts and percentages are unchanged from the previous contract.

RECOMMENDATION:

The Department of Public Services recommends approval of the resolution, to authorize the Mayor and Clerk to sign the MDOT contract (2024-0328) on behalf of the City.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNK LINE MAINTENANCE CONTRACT 2024-0328

WHEREAS, THE City of Hillsdale has the authority to contract with the Michigan Department of Transportation for the state and/or federal funds for maintenance of state trunklines and bridges within its jurisdiction; and

WHEREAS, MDOT Contract 2024-0328 describes the agreement between the Michigan Department of Transportation and the City of Hillsdale, inclusive of the terms and conditions of that agreement; and

WHEREAS, Council desires to provide the requested maintenance of state trunklines and bridges within its jurisdiction and receive payment for performing such maintenance;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to enter into and execute said contract for and on behalf of the City of Hillsdale.

PASSED IN OPEN COUNCIL MEETING THIS 6TH DAY OF MAY, 2024

Adam L. Stockford, Mayor

Attest: _____

Katy Price, City Clerk

Updates made to Municipality State Trunkline contract – 2024-2029

Page 1 & Section 1 - Language updated to reflect County State Trunkline Maintenance contract.

Section 2 – Reserved for future use.

Section 4 – Contract Administrator title included.

Section 5 – Language updated to reflect County State Trunkline Maintenance contract.

Section 6 - Language updated. No longer require copy of union agreement. Agreement needs to be provided only if requested by MDOT.

Section 7 – Minor changes to language to reflect county contract.

Section 8 – Chart removed, and language updated to reflect county contract. New form developed – Appendix G.

Section 9 – Minor changes to language to reflect county contract.

Section 13 – Minor changes to language to reflect county contract.

Section 14 – Act number updated.

Section 15 – Update to language to reflect county contract Section 16.

Section 16 – Update to language to reflect county contract and to include MLAP system.

Section 18 – Snow hauling language updated and new form developed – Appendix H – to figure snow hauling %.

Section 19, 20, 22, 23, 24, 25, 26, 27, 28, 30 – Language updated to reflect County State Trunkline Maintenance contract.

Appendix A – Definitions updated.

Appendix B – Dates updated.

Appendix E – Description and chart updated with TSMO information.

Appendix F – Language updated in sample Letter of Understanding.

Appendix G – New form developed for Firm Unit Prices

Appendix H – New form developed for Snow Hauling calculation.

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
MUNICIPALITY

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest: and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.

1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities’ title for this position is _____. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates _____ or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT’s Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term “review/audit” hereafter will be referred to as “review”.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

_____ No, Firm Unit Price items will not be used.

_____ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.
 2. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.
- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT’S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT’S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

_____ percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will

retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other’s position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted “Response” and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT’s decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel’s written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

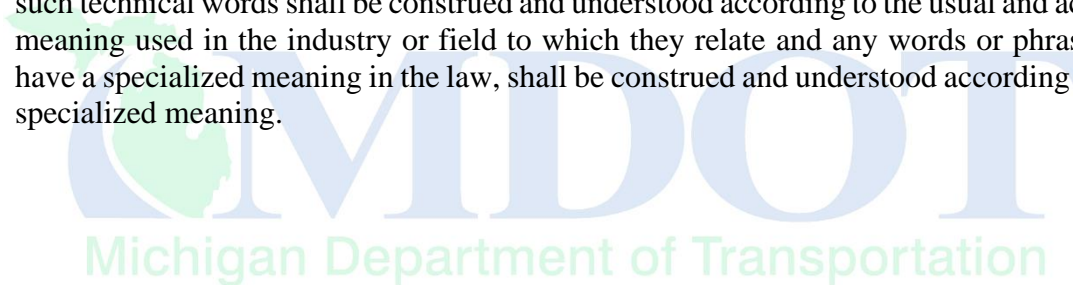
SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.



SECTION 31: AUTHORIZED SIGNATURE

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

MUNICIPALITY

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED
State
Administrative Board
4-25-17 *Rose M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA’S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

Clear Form

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): _____

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): _____

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): _____

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

[Clear Form](#)

[Definitions](#)

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS



TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
---	--

SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %
--

MUNICIPALITY SUBMITTED BY

NAME	TITLE
------	-------

MDOT APPROVED BY

NAME	TITLE
------	-------

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$

City of Hillsdale

Agenda Item Summary

Meeting Date: May 6, 2024

Agenda Item: New Business

SUBJECT: MDOT Drain Repair

BACKGROUND PROVIDED BY: DPS Dir. Jason Blake

In accordance with the City of Hillsdale's Trunkline Maintenance Contract with Michigan Department of Transportation, the City has obtained a Transportation Work Authorization (TWA) to repair two storm water catch basins located within the south bound deceleration lane of Krogers Plaza (290 W. Carleton Rd.), both storm water catch basins need major repairs in addition to adjacent lane repairs due to pavement settling/sinking.

DPS solicited three quotes for repairs and submitted to MDOT for review and approval:

Concord Excavating - \$23,319.00 (+ \$5,000 for traffic control)

Parrish Excavating - \$31,358.00 (+ \$4,200 for traffic control)

Drymar Trucking - \$42,000.00 (+ 700 for traffic control)

MDOT has approved Concord Excavating as a subcontractor of the City of Hillsdale to make all necessary drain repairs. The City of Hillsdale will be providing and installing all required traffic control for the project.

City Expenditures will be reimbursed by MDOT.

RECOMMENDATION:

City Staff Recommend for City Council to award the storm water drain repairs, located at 290 W. Carleton Rd) to Concord Excavating in the amount of \$23,319.00

PROPOSAL

Concord Excavating & Grading, Inc.

P.O. Box 250
Concord, MI 49237
(517) 524-8365
Fax (517) 524-8363

April 12, 2024

TO: CITY OF HILLSDALE ATTN: KRISTIN 97 N. BROAD STREET HILLSDALE, MI 49242	JOB: M-99 - ROAD, CATCH BASIN AND STORM PIPE REPAIR
---	---

DEAR KRISTIN,

PER YOUR REQUEST, CONCORD EXCAVATING IS PLEASED TO QUOTE YOU ON THE ABOVE-NAMED PROJECT AS FOLLOWS:

1. REMOVE CURB AND GUTTER
2. REMOVE CONCRETE
3. REBUID CATCH BASIN
4. REPLACE STORM PIPE - APPROXIMATELY 20 L.F.
5. REBUILD STORM MANHOLE
6. REPLACE CURB AND GUTTER
7. REPLACE CONCRTE PATCH TO MDOT SPEC
8. TRAFFIC CONTROL

LUMP SUM \$28,319.00

NOTE:

IF CITY DOES TRAFFIC CONTROL, PLEASE DEDUCT \$5,000.00 (LUMP SUM \$23,319.00)

BONDS AND DUES ARE NOT INCLUDED

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT (517) 262-9029.

SINCERELY,

BRANDON GLOAR

BRANDON GLOAR
PRESIDENT

ACCEPTANCE OF PROPOSAL _____

ACCEPTANCE DATE _____

City of Hillsdale Agenda Item Summary

Meeting Date: **May 6, 2024**

Agenda Item: **New Business**

SUBJECT: **Airport/MDOT AWOS Contract**

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

The attached 20-year contract is for the installation, operation and maintenance of the Automated Weather Observation System (AWOS) utilized by the Airport to enhance aviation safety and efficiency. The contract costs the Airport less than \$2,000 per year.

RECOMMENDATION:

Approve resolution _____ MDOT Contract 2024-0488 and authorize the City Manager and City Clerk on behalf of the City of Hillsdale, to enter into the AWOS operation and maintenance contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF HILLSDALE

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the City of Hillsdale (AGENCY) for the purpose of setting forth the obligations and intent of MDOT and the AGENCY as they pertain to the lease, operation, and maintenance of a Weather Observation and Data Dissemination System (SYSTEM) at the Hillsdale Municipal Airport in Hillsdale, Michigan, to enhance aviation safety and efficiency.

Recitals:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Automated Weather Observation System (AWOS), (b) a system to collect the AWOS data for national dissemination (Data Collection System), and (c) a Weather Briefing System; and

The AWOS is owned by MDOT and leased to the AGENCY in accordance with the terms of this Contract.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the Weather Briefing System but not the Data Collection System or the AWOS and its ancillary components.
2. Provide the following:
 - a. For the AWOS component:
 - i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
 - ii. A location within the terminal building for the AWOS data display. Access by pilots to this location will be available at least during normal business hours and preferably 24 hours a day.
 - b. For the Data Collection System component:

- i. A location within the terminal building for the computer equipment.
 - ii. One Dynamic Host Configuration Protocol (DHCP) or static internet protocol (static IP) wired internet access port for data dissemination traffic and remote maintenance monitoring. If suitable service cannot be offered, the State of Michigan may provide suitable broadband service for an additional fee.
 - c. For the Weather Briefing System component:
 - i. All necessary hardware, software, and internet service to allow access to the secure website of the weather briefing service provider for an additional fee; or
 - ii. All necessary hardware, software, and internet service to allow access to the FAA's aviationweather.gov website; or
 - iii. Public internet access available within the terminal building, publicly displayed, and available 24 hours a day with documents/posters of free apps and internet tools available for pre-flight planning purposes; and
 - iv. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
3. Provide one local telephone line and electrical power in accordance with the following:
 - a. The telephone line must be a single party line dedicated to the AWOS component.
 - b. Electrical power requirements:
 - i. 240V, 60Hz, 15 amps, or greater circuit dedicated to the AWOS component.
 - ii. 120V, 60Hz, 15 amps, or greater circuit for computer hardware provided by the AGENCY for the Weather Briefing System component and Data Collection System component.
 - iii. Pumps, motors, and similar units must be on a separate circuit.
4. Not charge users for direct or telephone dial-up access to the AWOS, public internet access, or use of the computer provided by the AGENCY for access to the selected website for the weather briefing service (provider service or aviationweather.gov).

5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
8. Pay one hundred percent (100%) of the costs to repair any damage to the SYSTEM caused by the AGENCY, its workforce, or any subconsultant hired by the AGENCY. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.)
9. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.) The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.
10. Perform at its sole expense the following maintenance activities:
 - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
 - b. Protect the integrity of any underground cables by preventing any trenching, plowing, grading, or tilling over them.
 - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, preventing the storage of large aircraft, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.

- d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, verifying internet connectivity, making visual inspections of sensors and external wiring, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
 - e. Clear snow to allow access to the AWOS, as necessary.
11. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
12. The AGENCY or its operators and vendors will maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with (a) certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days written notice of change or cancellation is given to MDOT. In the event that a written notice of material change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the providing of services under this Contract.
- a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employers' Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.
 - b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
 - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are a part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
13. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.

14. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

MDOT WILL:

15. Arrange with the Provider for the installation of the Data Collection System, if necessary.
16. Make arrangements with the weather briefing service provider for access to its secure website, if necessary.
17. Retain ownership of the AWOS and ancillary components.
18. Lease the AWOS to the AGENCY for the life of this Contract. MDOT will invoice the AGENCY a fixed cost of Ten Dollars (\$10.00) per year.
19. Install the AWOS, its ancillary components, and the Data Collection System on the airport property at the location(s) selected in accordance with the provisions of Sections 2(a)(i) and 2(b)(i), respectively.
20. Pay all invoices associated with the continued operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
21. Bill the AGENCY at least on an annual basis or more frequently for the following:
 - a. For fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
 - b. For one hundred percent (100%) of the costs incurred by MDOT for repairing damage to the SYSTEM caused by the AGENCY, its workforce, and/or any subconsultant of the AGENCY. MDOT will not invoice the AGENCY for costs incurred to repair any SYSTEM component damaged by MDOT. Components that are damaged during normal maintenance practices will be invoiced in accordance with subsection (a) above, as applicable.
 - c. For one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

22. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
23. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or for factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 21 above.
24. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
25. Conduct regular inspections of the siting criteria defined area around the AWOS. MDOT will report any penetrations that may require mitigation promptly to the Airport Manager for mitigation.
26. Train AGENCY personnel on proper procedures for conducting preventative maintenance and cleaning tasks as required for satisfactory AWOS operations.
27. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
28. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
29. Discontinue the AWOS operation, AWOS lease, data collection service, and/or weather briefing service and remove the associated components in the event of the following:
 - a. The AGENCY does not comply with the provisions of this Contract; or
 - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

30. The Provider will retain ownership of the Data Collection System.
31. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

32. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
33. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CONSULTANT in connection with the CONSULTANT's performance of this Contract; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the CONSULTANT's performance of the services under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

34. With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

35. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
36. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
37. This Contract will be in effect from the date of award through twenty (20) years, unless it is terminated by either party in accordance with Section 35.

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

CITY OF HILLSDALE

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director
Approved as to Legal Form
4-4-24 J.S.

The logo for the Michigan Department of Transportation (MDOT) is displayed in a light blue and green color scheme. It features a stylized map of Michigan on the left, followed by the letters "MDOT" in a large, bold, sans-serif font. Below "MDOT" is the full name "Michigan Department of Transportation" in a smaller, green, sans-serif font.

ATTACHMENT 1

Items Included in AWOS Maintenance Expenses That Could Be Incurred by MDOT

Scheduled Maintenance

- Inspections FAA-required annual and two tri-annual inspections in accordance with the FAA-approved AWOS Manufacturer's Logbook. Expenses include labor and travel.
- Preventative May include, but is not limited to, such items as testing and servicing of uninterruptible power supply (UPS) and batteries, cleaning aspirator fan and tube, measuring processor and ceilometer battery levels, overall cleaning and checking condition of all components. Expenses may include labor, travel, and materials.

Unscheduled Maintenance

- Outages Includes troubleshooting and repairs and may include replacement of defective components with MDOT serviceable spares. May also include the costs to repair defective items by outside facilities and/or the purchase of new replacement items. Expenses include labor, travel, materials, outside vendor repairs and purchases, and shipping.

Administration

Involves a share of the oversight of the entire weather network, and includes activities that are not location-specific but are general in nature to all locations. Expenses include, but are not limited to, contract administration and compliance, system monitoring, calibration and repair of required test equipment and standards, items and supplies purchased that will be used for all locations, and time spent to arrange and coordinate inspection schedules with the FAA and to review Miss Dig tickets.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____

A RESOLUTION TO APPROVE CONTRACT NO. 2024-0488 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Hillsdale has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for operation and maintenance of the Automated Weather Observation System (AWOS); and

WHEREAS, the City Manager and Clerk of the City of Hillsdale are authorized to enter into and execute on behalf of the City of Hillsdale with the Michigan Department of Transportation to operate and maintain AWOS for the contract period.

WHEREAS, the City of Hillsdale does hereby approve Contract Number 2024-0488; and,

WHEREAS, this resolution shall also approve execution by the City Manager and Clerk of Project Authorizations for any programs designated by the City of Hillsdale and /or Project Authorizations for any amount determined by the City of Hillsdale with the Michigan Department of Transportation which are issued under Contract Number 2024-0488; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and City Clerk of the City of Hillsdale are hereby authorized and directed to execute said Contract for, and on belief of, the City of Hillsdale.

PASSED IN OPEN COUNCIL MEETING THIS 6th DAY OF May, 2024.

Adam L. Stockford, Mayor

Attest:

Katy Price, City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH
DIRECTOR

August 28, 2023

Dear Non-Federal Automated Weather Observation System (AWOS) Sponsors,

SUBJECT: AWOS Upgrades

With the passing of the 2023 budget, the Legislature and Governor Whitmer saw the value the Michigan Aeronautics Commission (MAC), the aviating public, and the general public have in your AWOS station. The State is investing \$3.9M to upgrade all Non-Federal AWOS stations that the Michigan Department of Transportation Office of Aeronautics (MDOT Aero) is under contract to support. MDOT Aero has spent the last 10 months engineering, bidding, and securing a contract with a manufacturer that will supply the best, updated AWOS equipment.

Below are further details of interest about this project:

1. The State is funding this through a one-time General Fund contribution, therefore, the system equipment ownership must remain with the state. MDOT Aero will lease the AWOS system to the local airport sponsors for ten dollars (\$10) per year.
2. All cost sharing that MDOT Aero currently does with the local sponsors will continue as previously arranged. Currently, 50% Local/50% State for maintenance and data dissemination, 100% Local for electrical and communications mediums (phone, internet, etc.)
3. MDOT Aero will be executing 20-year contracts, as opposed to the current 5-year contracts, which will still include all the current contract language, as well adding the new leasing terms. Language regarding Weather Briefing Service requirements as per the Michigan Airport System Plan's All Weather Access Program will also be included. This contract must be in place before the upgrades will begin.

4. The AWOS upgrades will occur with no additional funding required from the local sponsors. Any work done for this upgrade project will be 100% state funded. MDOT Aero will be orchestrating the approvals and conducting the upgrade.
5. MDOT Aero may at times involve outside contractors to assist as needed. Work done for continued AWOS maintenance both prior to and after the upgrades will continue to be invoiced as it is currently.
6. An AWOS upgrade requires a commissioning inspection. All system installations must conform to a new AWOS installation at this time. The largest impact this will have is the AWOS Siting Criteria (obstructions in the area) must conform to the newly updated requirements. Basically, nothing taller than 20 feet within 1,000 feet of the AWOS. MDOT Aero will be working with each airport on identifying these issues and helping to come up with mitigation strategies. The local sponsor will need to coordinate and be responsible for mitigating these issues before the upgrade can occur. Costs for their mitigations may be required of the sponsor.
7. Some sites will require a new, additional sensor to qualify for an AWOS-IIIP. Several years ago, the Federal Aviation Administration changed the AWOS IIIP requirements to include a Precipitation Accumulation sensor. This is a relatively inexpensive sensor and will be included as part of the upgrade, if needed.
8. MDOT Aero is also looking into an additional new sensor – a thunderstorm sensor. This would also be part of the upgrade, but any future maintenance costs would fall under the maintenance cost sharing plan. Unfortunately, this is a costly sensor and repair costs could be significant should they ever be needed. We anticipate most sensors would be highly reliable, and if needed, repairable at lesser costs than replacement. These sensors are ~\$22,000. MDOT Aero will be engaging with the sponsors as to whether this is a good fit for your airport **before** procurement.
9. In lieu of the thunderstorm sensor, this additional funding may be available to help mitigate any obstruction issues for the AWOS recommissioning.

Non-Federal AWOS Sponsors

Page 3

August 28, 2023

10. MDOT Aero has this project scheduled to be completed over the next four years. After this, the funding could be in jeopardy. MDOT Aero is prioritizing sites that have older installed technology, are currently failing, and/or have a clear-cut (no pun intended) path to re-commissioning. It takes about 4-6 months to coordinate all of the approvals and procure the components for AWOS upgrade. The actual upgrade will take place over a 3-day period (some site may require additional time due to site variances). MDOT Aero will handle all of these tasks on behalf of the sponsor. We are endeavoring to upgrade every Non-Fed AWOS station before this funding is no longer available.

In 2020, the MAC convened the AWOS Task Force to review the current Non-Federal AWOS network, its effectiveness and value, and the maintenance protocols that are currently employed. [You can view their final report online here.](#)

We are excited to step into the 21st century of AWOS in partnership with Michigan airports and delighted to be able to offer these upgrades at an extremely cost-effective savings to the sponsors. Weather information is more important than ever in today's aviation industry and having the latest technology and available replacement parts makes our Michigan Aviation Weather Network that much more reliable.

MDOT Aero will be reaching out to each individual airport manager to discuss this project and how it will impact your airport specifically.

Should you have any questions or concerns, please contact Mike Soper at soperm1@michigan.gov or 517-388-1009. Thank you for your time and effort in making this AWOS upgrade project a success!

Sincerely,

Michael Soper – Supervisor

MDOT – Office of Aeronautics

Electronics Facilities Unit

2700 Port Lansing Rd., Lansing, MI 48906

soperm1@michigan.gov

Phone: 517-335-9237

Cell: 517-388-1009

Fax: 517-321-6422





*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Adam L. Stockford, Mayor of the City of Hillsdale, do hereby proclaim May 10, 2024 as **ARBOR DAY**

In the City of Hillsdale, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 6th day of May, 2024

Mayor _____