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

August 4, 2014
07:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL AGENDA

CITY OF HILLSDALE
REGULAR MEETING

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approval of Agenda**

7:10 p 4. **Public Comments on Agenda Items**

5. **Consent Agenda**

   A. Approval of Bills from July17, 2014: Claims of $99,211.09; Payroll of $95,618.68

   B. Committee Reports (Pending Approval):

      1. O&G Minutes of July 17, 2014
         O & G Minutes

      2. EDC Minutes of April 17, 2014 and May 29, 2014
         April 17, 2014

         May 29, 2014

      3. Election Commission Minutes of July 15, 2014 and July 25, 2014
         Minutes July 15, 2014

         Minutes of July 25, 2014

   C. Council Minutes of July 21, 2014
      Minutes

D. Board of Review

E. Authorized Depository - Resolution
Finance Director Memo and Resolution

6. **Communications/Petitions**

7. **Introduction and Adoption of Ordinance/Public Hearing**

8. **Unfinished Business**

7:15p - 8pm

A. Local Streets Maintenance

B. Code Enforcement
Code Enforcement Update - Nuisance Properties — Demo Order placed on-hold for 2 weeks - Awaiting

8p - 8:05p

9. **Old Business**

A. Millpond Sediment Testing
CM Memo/ Sediment Proposal — Appr. 8-0

10. **New Business**

8:05 - 8:30p

A. Redevelopment Ready Community Resolution & Kick-off — Appr 7-1
CM/Staff Memo and Resolution — #3184

8:30p - 8:35p

B. Weather Observation and Data Dissemination – @ Airport (AWOS)
CM Memo and MDOT Contract — Appr. 8-0

8:35p - 8:45p

C. Hillsdale College Request for Street Closure and Noise Variance — Appr. 7-1
CM Memo — Appr. 8-0 — Permit Forthcoming Barricades, Signage Etc. Fri 8/22/14 -
Letters of Request

8:45p - 8:55p

D. New Microbrewers License — Appr: 8-0
Staff/CM Memo

8:55p - 9:30p

E. Discussion Re; Interim position - Assistant City Mgr. - in Linda's Absence.

9:30p

11. **Miscellaneous**
Flannery - To take place of Hulls (resignation)

9:30p - 10pm

12. **General Public Comment**
Richard Smith - S. Broad St.
Kevin Parkins - Fire Dept.
Amy England - 100 S. West St.
Corey Dow - HRD.
(Signage on S. West / N. West Vandalism)

13. **Council Comment**

14. **Adjournment**

Minutes of the Operations and Governance (O&G) Committee Meeting
City of Hillsdale
2nd Floor Conference Room, City Hall

Thursday, July 17, 2014

Meeting called to order at 5:30 p.m.

Members Present: Sally Kinney, Tim Wells, Emily Stack-Davis
Others Present: City Manager Brown, Mayor Sessions
Public Present: Human Resources Director Kay Freese, Douglas Terry (Litchfield City Manager)

Public Comment: None.

Committee Discussion:
O&G Chair—Wells nominated Stack-Davis as O&G chair; Stack-Davis seconded; nomination passed 2-1.

Medical Leave—Brown opened discussed her pending liver transplant and upcoming medical leave. The timeline is shifting.

The committee got clarification from Freese that federal law mandates through Family Medical Leave Act (FMLA) that 12 weeks must be given to an employee taking medical leave, however, the City Charter only allows for an Acting City Manager to be appointed for a maximum of 60 days. Freese provided details on short-term and long-term disability policy as well.

Stack-Davis asked for clarification after the 12-week mark. According to FMLA, she wondered, if the employee does not return to work, the employer can end the employment and find someone else to fill the position. Freese said this was the case with FMLA. Further clarification is needed regarding how the City Manager position would be filled if Brown were unable to return to her role.

The committee agreed that they look forward to Brown's recovery and return, but that a "Plan B" should be clearly defined and prepared in the event of an absence.

Acting City Manager—Stack-Davis read aloud the Charter's language regarding the Acting City Manager role. There was discussion if a limited re-appointment after 60 days was possible.

The committee asked Mr. Terry to join the discussion and to map out his current proceedings with Brown (Brown has recommended that Terry serve as interim/Acting City Manager during her absence). Terry explained that a month ago, Brown had reached out to him for cooperative support between the cities.

While he is committed to Litchfield, he would be willing to extend his services through the Intergovernmental Cooperation Act of 1967 because such cooperation would benefit Litchfield (and possibly Hillsdale) though Gov. Snyder's Economic Vitality Incentive Program (EVIP). Mr. Terry said he is sensitive to Council's need to be comfortable with him in this role and sensitive to the great employees the City has. Wells asked the extent of this benefit and if it would be split 50-50, since Litchfield would be the town most burdened by this arrangement. Terry and Brown said it was 50-50.

Discussion ensued regarding how a contract would work for an Acting City Manager versus a contracted consultant. Terry and Brown had worked with Finance Director Bonnie Tew on a potential contract for 20 hours/week to include benefits and a higher pay rate (based on $75k/year earnings) than the Litchfield City Manager position (based on $62k/year earnings). Brown pointed out that her salary would be reduced by 30 percent during her medical leave. That amount, approximately $27,300, was equivalent to the 12 weeks of pay ($22,977) in the potential Terry contract. Brown also mentioned that the $15,000 that was not added to her

contract from her May 2014 contract negotiation was still in the City Manager account. She said these funds could potentially be used. The committee asked that this be refined and available to the Council at the Monday, July 21 meeting.

Interim Goals—The committee discussed their goals and the tone they would like for this interim position. Terry offered that he was at a very experienced point in his career. He shared that he is knowledgeable in street maintenance and repair, that he does not like immature behaviors or properties that have not been maintained. Terry offered that he would bring these talents to the interim position.

While any interim candidate would bring a bevy of talents and experience, there was a consensus that the direction for Hillsdale rested with the City Manager. In her absence, the Acting City Manager was to keep the peace, continue the daily activities, but not to set a future vision for the City or direct up deliberations on Council. The committee welcomed the opportunity to consider new ideas to roads and repair, but shared that—outside of an obligatory article with the local news outlets—they did not see an interim position as becoming the "face of City Hall." Wells stressed that during this interim time, the status quo should be maintained and not highlighted since it is not a changing of the guard. Stack-Davis said that the vision and planning for the City rests with the Council and the City Manager and that the interim person is maintaining, not growing the city.

The committee asked for certain documents or information to be available at the Monday, July 21, 2014 Council meeting:

1. A short primer on FMLA and disability from Human Resources/Freese.
2. The procedures in event of a long-term City Manager absence (from Lew Loren—not present; this may need more time to develop).
3. Douglas Terry's resume.
4. Proposed financials (including benefits) for an Acting City Manager from Finance/Tew.
5. Details on the Intergovernmental Cooperation Act of 1967 and the benefit Hillsdale could derive from the EVIP program.
6. Stack-Davis agreed to write a summary of the meeting for Kinney and Wells' approval to share at the Council meeting.

Public Comment:
Mayor Sessions offered four options for an interim position: contracted consultant; part-time City employee with no benefits; hire Assistant City Manager for a limited time; work with Michigan Municipal League for assistance in finding an interim City Manager. The committee discussed these options with no action.

Moved by Stack Davis and seconded by Wells to adjourn. Motion passes 3-0.
Meeting adjourned at 7:30 p.m.

CITY OF
HILLSDALE

Economic Development Committee
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6479

EDC MINUTES
REGULAR MEETING
CITY HALL, 97 N. BROAD ST. 2ND FLOOR
April 17, 2014

I. Call to Order 7:35 am

Members Present: David Foulke, David Loader, Dean Affholter, Gary Wolfram, Barry Hill, Victoria Bergen, Amanda Janes, Matt Granata

Members Absent: Ed Sumnar, J.J. Hodshire

Others Present: Alan Beeker, Mary Wolfram

II. Consent Items/Communications

A. Approval of minutes from February 20, 2014 regular meeting, Mr. Hill asked for two revisions to the minutes; **New Committees – Industrial Park Committee should read Manufacturing Park Committee, HISD should read HCISD.** A request was made to move the IFT review later on the agenda in the hope that the Assessor, Kim Thomas would be able to join the discussion. Dean Affholter moved to accept the minutes and agenda with changes, Dave Foulke seconded, motion passed.

B. Acceptance of Anne Fike's resignation; Gary Wolfram moved to accept Anne Fike's resignation from the EDC, Victoria Bergen seconded, motion passed. Discussion followed concerning whether there was a need to replace Ms. Fike. The EDC currently has 10 members remaining after Ms. Fike's resignation, the board only requires 9.

III. Public Comment on Agenda Items

No Public Comment

IV. New Business

A. **OPRA** – Broad Street Downtown Market – The Obsolete Property Rehabilitation Exemption is one of the most recent city incentive programs. The EDC is responsible to review applications and then recommend approval or denial to City Council. Ms. Wolfram gave an overview of the Broad Street Market OPRA application. The Market is hoping to develop the lower level of the existing building into additional tavern space, games room and stage area. The assessment is of the pre-improved value of the property and the OPRA will freeze that value and exempt the property owner of the property taxes except for the school taxes for a period of up to 10 years.

Mr. Affholter made the motion for the EDC to recommend to Council that the Broad Street Downtown Market be granted the OPRA tax exemption for the period of 10 years. Mr. Wolfram seconded. Motion passed.

B. Committee Reports

1. **Three Meadows**

   Proposal for the HCISD Construction Trade program – Barry Hill and Mary Wolfram met with Mike Potts, HCISD Superintendent to discuss using lots at the Three Meadows development for future building sites. The HCISD has not responded to the offer at the time of the meeting. The NEZ tax abatement program could also be part of the offer. The building site offer was placed on the state EVIP list as a potential program.

   Proposal from Perennial Park for Retirement community – conceptually the ad hoc committee would like EDC to exchange property for infrastructure construction. The project would include condominiums that would be taxable and some upscale rental units that would be owned by a management company. The management company could be 501c3 and so a PILOT would be negotiated. The EDC would like to know for certain if there would be actual tax exemption and what type.
   The pros: income from currently empty property, more visibility, need for retirement housing, further development of the plat plan.
   The cons; increased traffic, connection to Bacon still not complete, large single family homes left empty, Conceptually, it is a beautiful plan, being adjacent to the senior center and the medical center and still have access to Dial-a-ride. Should the original plat plan be developed as originally designed or should there be some flexibility in the future. EDC will continue negotiations with the ad hoc committee. The subcommittee will meet with the ad hoc committee again for further negotiations.

   There was some discussion to take nominations for new Three Meadows committee member since Ms. Fike is no longer a member. It was decided there was no need.

2. **Manufacturing & Technology Park** – 80% of park filled. Technology Overlay District exists on the undeveloped portion. The committee is discussing a strategy to finish developing the park. Barry Hill met with Rick Rose to discuss using the services of Greg Myers. The EDC is going to meet with Greg Meyer to discuss how he can help with the promotion of the Manufacturing Park. Dean Affholter is going to meet with Greg Myers in Cleveland. The subcommittee would like to tap some EDC funds to certify the Manufacturing Park. Some ideas; Site Selector agent, Site Selector magazine, media kit. The question remains, will Greg Myers or Mary Wolfram do the advertising?

   Manufacturing Park Deed restrictions – Mr. Beeker found an old file that had information regarding deed restrictions on the remaining parcels of the park. Ms. Wolfram wanted the EDC to be aware of the restrictions.

C. I.F.T. Transfer – Precision Gage – Precision Gage, Inc. has been purchased by an out of state company and has been reformed as a Michigan LLC. They wish to transfer the existing IFT from the previous Precision Gage, Inc. to the new company, Precision Gage, LLC. Barry Hill made the

motion to recommend that Council approve the IFT transfer from Precision Gage, Inc. to Precision Gage, LLC, Gary Wolfram seconded, motion passed.

V. Economic Development Update

A. Schedule of summer events – Ms. Wolfram announced some of the events that would be held in the City this summer.

VI. Public Comment

VII. Adjournment at 9:06 am – Dave Foulke moved to adjourn, Amanda Janes seconded, motion passed.

Next Meeting: 7:30 am, June 19, 2014

CITY OF
HILLSDALE

Economic Development Committee
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6479

EDC MINUTES
BUSINESS REVIEW MEETING
CITY HALL, 97 N. BROAD ST. 2ND FLOOR
May 29, 2014

I. Call to Order 7:35 am

Members Present: David Foulke, Matt Granata

Members Absent: Victoria Bergen (excused)

Others Present: Alan Beeker, Mary Wolfram

II. Public Comment on Agenda Items

No Public Comment

III. New Business

A. **Metallist IFT** – The Company is planning to spend $1,000,000 to create new 4 jobs, while retaining the existing 4 jobs. They are essentially doubling the size of their organization. By using the Rubric Scoring sheet (attached), Metallist, Inc. scored 1570 points which would allow for a maximum 12 year tax exemption. Dave Foulke made a motion to recommend the maximum allowed tax abatement; Matt Granata seconded, motion passed.

IV. Public Comment

No Public Comment

V. Adjournment at 7:50 am – Dave Foulke moved to adjourn, Matt Granata seconded, motion passed.

ELECTION COMMISSION
Tuesday, July 15, 2014
11:00 AM
Hillsdale City Hall
97 N. Broad St.
Hillsdale, MI 49242

Present were: Chair, Edward Swanson, Eldonna Bernath, Shawnae Urban
All Present was: Deputy Clerk, Michelle Loren

New Business:

A. Appointment of August 5th, 2014 State Primary Election Inspectors. Motion by Ed Swanson, supported by Eldonna Bernath, to appoint the August 5th, 2014 Primary Election Inspectors and Receiving Boards pending any changes/emergencies prior to the election:

Ward 1: Connie Watkins, Chair (R), Ivy Lewis (D), Vicki Ladd (D), Beverly Fall (R)
Ward 2: Kim Thomas, Chair (R), Sue Billings (R), Julie Beeker (R)/Ginny Heinlein (D), Terri Vear (D)
Ward 3: Ron Grosheim, Chair (D), Linda Loomis (R), Rosemarie Schneider (D), Shawnae Urban (R)
Ward 4: Sue Faley, Chair (R), Sandra Lemke (R), Linda Jarvis (D), Paul Schneider (D)

Receiving Boards as follows:

Ward 1: Connie Watkins (R), Ivy Lewis (D)
Ward 2: Kim Thomas (R), Terri Vear (D)
Ward 3: Ron Grosheim (D), Shawnae Urban (R)
Ward 4: Sue Faley (R), Linda Jarvis (D)

Alternates: Stephanie Kyser, Mary Rose Dryer

B. Adjournment. Motion by Ed Swanson supported by Shawnae Urban, to adjourn. All ayes. Motion carried.

Adjourned 11:20 AM

Respectfully submitted,
Michelle Loren
Deputy Clerk

ELECTION COMMISSION
Friday, July 25, 2014
11:00 AM
Hillsdale Community Library
11 N. Manning.
Hillsdale, MI 49242

Present were: Chair, Edward Swanson, Eldonna Bernath, Shawnae Urban
All Present was: Deputy Clerk, Michelle Loren

New Business:

A. Testing of Tabulators/Running of Test Decks Wards I,II, III, IV

1. All tabulators "zeroed" out and approved by election; tapes signed
2. 47 "Test" ballots were run through tabulators and tapes were compared to a results legend. All results matched. Committee members signed tapes in approval.
3. Test ballot bags resealed and signed by Committee members.

Motion by Ed Swanson to adjourn. Support by Shawnae Urban.

Adjourned 11:20 AM

Respectfully submitted,
Michelle Loren
Deputy Clerk

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

July 21, 2014
7:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL MINUTES

City of Hillsdale
Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Scott Sessions opened the meeting with the pledge of allegiance.

Roll Call

Motion by Councilperson Watkins, supported by Councilperson Davis, to excuse the absence of Councilperson Flannery from the July 21, 2014 meeting.

All ayes.

Motion carried.

Mayor Scott Sessions called the meeting to order with the following Council members present: Council members Brian Watkins and Adam Stockford representing Ward One; Council members Sally Kinney and Timothy Wells representing Ward Two; Council members Emily Stack-Davis and Bruce Sharp representing Ward Three; and Councilmember Mary Beth Bail representing Ward Four.

Also present were City Manager Linda Brown, City Attorney Lewis Loren, Deputy Clerk Michelle Loren, Kay Freese (HR), Rick Rose (BPU), Kim Thomas (Assessor), Alan Beeker (Planning/Zoning), Judy Buzo (Dial-a-Ride), Keith Richard (DPS), Julie Beeker,Jeff King, Scott Hephner (HCPD), Ed Angelletti, Marion Griffiths, David Griffiths, Pat Ransford, Todd Wingate, Eric Macy, (Nonik), Richard Smith, Andy Barrand (Daily News), Shirley VanArsdalen, James Scheibner (Airport Manager), Nate Rusk (BPU), Richard Lambright.

Approval of Agenda

City Manager mentioned the minutes of the July 17, 2014 Operations and Governance meeting had been submitted by Councilperson Stack-Davis and had been passed out for review. Mayor Sessions suggested they be placed under *Old Business, Item C. Assistant to the City Manager.*

Motion by Councilperson Kinney, supported by Councilperson Davis, to approve the agenda of the July 7, 2014 regular meeting with the requested changes.

All ayes.

Motion carried.

Public Comment

Jeff King, Cambria Township, addressed Council encouraging the creation of an Airport Committee.

Mary Wolfram, HPG/Economic Consultant, addressed Council regarding the zoning issues recessed from the July 7, 2014 for discussion at the July 21, 2014. Ms. Wolfram encouraged Council to extend the RM-1 multiple family ordinance amendments to the B2 district.

Consent Agenda

A. Approval of Bills from claims of July 3, 2014; Claims of $69,850.38; Payroll of $95,949.08.
B. Committee Reports:
   1. Planning Commission Munites of June 17, 2014
   2. O & G Minutes of July 17, 2014
C. Council Minutes of July 7, 2014

Motion by Councilperson Davis, supported by Councilperson Watkins, to approve the Consent Agenda as presented.

Roll call: Councilpersons Stack-Davis – yes; Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Bail – yes.

Approved 8-0.

Motion carried.

Communications and Petitions

None

Introduction and Adoption of Ordinances/Public Hearings

A. Zoning Ordinance Amendments.

The Public Hearing regarding Zoning Amendments had recessed at the July 7, 2014 to reconvene at the July 21, 2014 meeting.

Mayor Sessions reopened the public hearing

Approved 9-0.

Motion carried.

Mayor Sessions opened the public hearing regarding a zoning amendment to Chapter 26, Sections 26-1 through and including 26-20 of Division 4 of Article I Sign Ordinance.

There was no public comment.

There was no Council discussion.

Motion by Councilperson Watkins, supported by Councilperson Stack-Davis, to approve Ordinance #2014-4 to amend Chapter 26, Sections 26-1 through and including 26-20 of Division 4 of Article I Sign Ordinance. Roll call: Councilpersons Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes.

Approved 8-0.

Motion carried.

Mayor Sessions opened the public hearing regarding a zoning amendment to Chapter 36, Sections 36-211 through and including 36-213, of Article III, Division 4, RM-1 Multiple-Family Residential District.

No public comment.

Councilperson Stockford asked that RD-1 and RD-2 be added to the amendment. City Attorney Loren stated this cannot be done as the public hearing was not being held on that amendment and was not being heard at this time. He advised it could go back to Planning Commission for amendment. Discussion ensued regarding how Council is to go about proposing and amending ordinance without Planning Commission recommendation. Zoning Administrator Alan Beeker stated the only request for revision received by the Planning Commission was with regard to the RM-1 amendments. Mr. Beeker acknowledged Councilpersons Stockford and Stack-Davis' desire to amend RD-1, RD-2 and the extension of B-2, but encouraged them to pass the RM-1 Multiple-Family Residential District as presented and approach Planning Commission with the others. Councilperson Stack-Davis asked that those homes affected by the amended zoning ordinances not be sited at this time. Councilpersons Wells and Stack-Davis expressed concern for the housing situation for returning college students. It was explained that, because it hadn't been enforced for several years, the City would not issue citations.

Mary Wolfram gave explanation of why the extension into B-2 rather than RD-1.
Motion by Councilperson Davis, supported by Councilperson Watkins, to approve Ordinance 2014-5 to amend Chapter 36, Sections 36-211 through and including 36-213, of Article III, Division 4, RM-1 Multiple-Family Residential District. Roll call: Councilpersons Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes.

Approved 8-0.

Motion carried.

Mayor Sessions opened the public hearing regarding a zoning amendment to Chapter 36,

Section 36-411 of Part III, Article III, and Division 16 Limitations on Height, bulk, density and area by land use; RM-1 Schedule of Regulations.

No public comment.

No council comment.

Motion by Councilperson Watkins, supported by Councilperson Sharp, to adopt Ordinance #2014-6 RM-1 Schedule of Regulations. Roll call: Councilpersons Sharp – yes; Stockford – yes; Watkins- yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes.

Approved 8-0.

Motion carried.

Mayor Sessions opened the public hearing for comment regarding a zoning amendment to Chapter 36, Sections 36-272, 273 of Article III, Division 7 Principal Uses Permitted and Uses Subject to Special Conditions; B-2 Central Business District.

No public comment was made.

Councilperson Wells asked for clarification regarding multiple-family use in regard to the B-2 District.

Motion by Councilperson Watkins, supported by Councilperson Bail, to adopt Ordinance #2014-7 amending Chapter 36, , Sections 36-272, 273 of Article III, Division 7 Principal Uses Permitted and Uses Subject to Special Conditions; B-2 Central Business District. Roll call: Councilpersons Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes.

Approved 8-0.

Motion carried.

Mayor Sessions opened the public hearing for comment regarding a zoning amendment to Chapter 36, Section 403, C-1 College District.

Marion Griffiths 258 Union Street addressed Council on behalf of herself, her husband, David Griffiths and her friend and neighbor, Pat Ransford, 250 Union Street. Ms. Ransford stating support of the amendment; specifically, the requirement *"to preserve the unique character and quality of the physical environment of the city… Any alteration to existing or construction of new facilities should harmoniously reflect the overlying character of the surrounding environs."* Ms. Griffiths stated the construction of the Bierman Center built in the neighborhood and visible from there homes would not meet this criteria and seems more appropriate in a commercial zone. It does not compliment the neighborhood and has an effect on property values. This statement of intent is essential.

Councilperson Wells agreed with the intent of the language, but felt the language was too vague and should be better defined and a variety of applications. Mr. Wells also had concern about potential problems 5-10 years down the road.

Councilperson Stack-Davis also felt the language was too vague. Ms. Davis also questioned who would enforce and who would have aesthetic judgment over these decisions. Ms. Davis went on to express her discontent with the Planning Commission's response when the matter was sent back to them for review.

Councilperson Watkins stated the C-1 District has the most potential to change and encroach on existing neighborhoods. Mr. Watkins felt it is important for residents to have some voice in what happens within their neighborhoods.

Councilperson Davis questioned the intention of the amendment felt the College was being singled out and possibly constricted as to what will or won't be allowed by the City in the future. Ms. Davis didn't feel the College should have to get City approval for how the college should build. Councilperson Watkins explained that all commercial building plans must go through Planning Commission.

A lot of discussion followed.

Motion by Councilperson Watkins, supported by Councilperson Kinney, to adopt a zoning amendment to Chapter 36, Section 403, C-1 College District. Roll call: Councilperson Wells

– no; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – no; Kinney – yes; Sharp – no; Stockford – no; Watkins – yes.

Motion Failed 4-4.

Motion by Councilperson Stack-Davis, supported by Councilperson Wells, to strike the language *"...to preserve the unique character and quality of the physical environment of the city... Any alteration to existing or construction of new facilities should harmoniously reflect the overlying character of the surrounding environs."* Roll call: Mayor Sessions – no; Councilpersons Bail – no; Stack-Davis – yes; Kinney – no; Sharp – yes; Stockford – yes; Watkins – no; Wells – yes.

Motion Failed 4-4

Motion by Councilperson Stack-Davis, supported by Councilperson Stockford, to refer Chapter 36, Section 403, C-1 College District back to Planning Commission for further review. Roll call: Councilpersons Bail – yes; Stack-Davis – yes; Kinney –no; Sharp – yes; Stockford – yes; Watkins – no; Wells – yes; Mayor Sessions – yes.

Approved 6-2.

Motion carries.

Mayor Sessions opened a public hearing to hear comment regarding the rezoning of property at 195 N. Manning and amending Chapter 36, Section 36-143 of Division 1, of Article III.

No public comment.

After brief discussion, Councilperson Watkins, supported by Councilperson Stockford, moved to approve the rezoning and adopt Ordinance #2014-8 amending Chapter 36, Section 36-143 of Division 1, of Article III. Roll call: Councilperson Stack-Davis – yes; Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilperson Bail – yes.

Approved 8-0.

Motion carried.

Unfinished Business

A. Local Streets Maintenance: None

B. Code Enforcement. 55 S. Broad Street – City Manager Brown stated that, since Council lifted the order to demolish at the last council meeting, there has been no progress or compliance other than the mowing of the lawn. Alan Beeker stated the tax payment deadline had come and gone, funding had not been put in place and only two estimates for home improvements have been received. The contractor shared with Code Enforcement that he had not received any payment from the home owner for his services at this time.

   Motion by Councilperson Watkins to reinstate the demolition order.

   Councilperson Wells reminded Council of the July 30 deadline it had granted in order to give the contractor/property manager to get things in place and suggested they stand by that date.

   Councilperson Watkins withdrew his motion.

   City Manager Brown stated she would put the matter on the August 4, 2014 agenda for further consideration after the July 30 deadline.

C. Clerk/Treasurer Duties and Hours.

Old Business

A. Charter Amendments. City Manager Brown stated that, after sending ballot language regarding the appointment of the clerk and treasurer positions during a vacancy, City Attorney Loren had received word back from the Attorney General's office requesting a couple minor changes to the language. City Manager Brown presented asked that Council approve the Amended Resolutions to submit back to the Attorney General's office for approval for the November, 2014 ballot.

Motion by Councilperson Watkins, supported by Councilperson Wells, to approve Amended Resolution No. 3180 regarding the appointment of the Clerk's position during a vacancy and submit it to the Attorney General's office for ballot language approval. Roll call: Councilperson Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes.

Approved 8-0.

Motion carried.

Motion by Councilperson Watkins, supported by Councilperson Bail, to approve Amended Resolution No. 3181 regarding the appointment of the Treasurer's position during a vacancy and submit it to the Attorney General's office for ballot language approval. Roll call: Councilperson Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes.

Approved 8-0.

Motion carried.

B. Budget Reductions. City Manager Brown presented a list of ideas for budget reductions or revenue generation within the various departments. After some light discussion, it was decided to take an overall look at the Fee Schedule and have Council review it as a whole. Councilperson Stack-Davis did, however move to implement a $10 notary fee for the applying for a Peddlers/Solicitors Permit. Motion seconded by Councilperson Watkins. Roll call: Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes.

Approved 8-0.

Motion carried.

C. O & G.

Motion by Councilperson Stockford, supported by Councilperson Watkins, to approve the O&G Committee minutes of July 1, 2014. Roll call: Councilperson Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes; Stockford – yes.

Approved 8-0.

Motion carried.

O & G Chair, Councilperson Stack Davis, gave an overview of the July 17, 2014 meeting of the Operations and Governance Committee in regards to an assistant to the City Manager. Overall, it was determined that Doug Terry has the qualifications to step in while City Manager Brown takes leave.

Discussion ensued regarding a succession plan. Motion by Councilperson Watkins, supported by Councilperson Stockford, to refer the matter of creating a plan of successions to Operations and Governance for further review and recommendation.

All ayes.

Motion carried.

Motion by Councilperson Watkins, supported by Councilperson Stack-Davis, to authorize the negotiation of a contract for services with Doug Terry. Roll call: Councilperson Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes.

Approved 8-0.

Motion carried.

New Business

A. Sewer Fund Deficit Elimination Plan – BPU

Motion by Councilperson Kinney, supported by Councilperson Stockford, to approve Resolution #3182, City of Hillsdale Board of Public Utilities Deficit Elimination Plan. Roll

call: Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Wells – yes.

Approved 8-0.

Motion carried

B. Airport Committee.

Motion by Councilperson Stack-Davis, supported by Councilperson Watkins, to refer the matter of creating an Airport Committee to the Community Development Committee for research and recommendation.

All ayes.

Motion carried.

General Public Comment

None

Council Comment

Councilperson Stack – Davis mentioned that, at the last Public Services meeting with Dial-a-Ride staff, it was decided Dial – a – Ride would attend some of the school orientations so those attending the schools can see how nice of an operation it is.

Councilperson Sharp requested a Public Safety Committee meeting date be set in the near future.

Motion to adjourn by Councilperson Kinney, supported by Councilperson Watkins.

All ayes.

Motion carried

9:15 p.m.

_____

Scott M. Sessions, Mayor

_____

Michelle Loren, Deputy City Clerk

Memo

To: Linda Brown, City Manager

From: Bonnie Tew, Finance Director

Date: August 4, 2014

Subject: Authorized Depositories Listing Update

In the past, the city has utilized Edward Jones as its broker/dealer to purchase GNMA bond securities for the Cemetery Perpetual Care Funds. I was notified in May that they would no longer be providing this service to municipalities due to changes in the Securities and Exchange Commission's (SEC) Municipal Advisor rules. In light of these changes, I have contacted Melissa Barlow at Southern Michigan Bank & Trust. She has reviewed the city's securities holdings and can provide these services for the city through the bank's affiliation with Raymond James Financial Services, Inc. This move would bring the city into compliance with the SEC regulations. Before the current holdings can be transferred, they have to be added to the list of authorized depository financial institutions. I have therefore made the necessary changes to the attached depository resolution and recommend that Council approve it at their next meeting scheduled for August 4, 2014.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FINANCIAL
INSTITUTIONS TO BE USED FOR THE DEPOSIT OF MONIES
FOR THE CITY OF HILLSDALE

WHEREAS, THE City Council wishes to modify previous resolutions, including Resolution 3164, as they relate to depositories which are authorized for the deposit of public funds of the City,

NOW THEREFORE, be it resolved that pursuant to Public Act 40 of 1993 as amended, being Section 129.11 through Section 129.15 of the Michigan compiled Laws, and Section 8.7 of the Charter of the City of Hillsdale, the following depositories are authorized for the deposit of monies for the City of Hillsdale:

Depository	Offices
Fifth Third Bank of Hillsdale	Hillsdale, Michigan
County National Bank	Hillsdale, Michigan
Southern Michigan Bank & Trust	Hillsdale, Michigan
National City Bank	Coldwater, Michigan
Southern Michigan Bank & Trust – Raymond James Financial Services, Inc.	Three Rivers, Michigan
Monarch Community Bank – Hillsdale Branch	Hillsdale, Michigan
Municipal Investors Service Corp.	Ann Arbor, Michigan
Flagstar Bank	Hillsdale, Michigan
Wolverine Bank	Midland, Michigan
Michigan Cooperative Liquid Assets Securities System or Michigan CLASS	South Haven, Michigan
First Federal Bank	Hillsdale, Michigan

PASSED IN OPEN COUNCIL MEETING THIS 4TH DAY OF AUGUST, 2014.

_____
Scott M. Sessions, Mayor

ATTEST: _____
Michelle Loren, Deputy Clerk

To: City Council
Cc: Linda Brown, City Manager
From: Kimberly Thomas, Assessor/Code Enforcement
Date: July 25, 2014 for August 4, 2014 council meeting
Re: Code Enforcement Update – Nuisance Properties

1. 22 Morry Street (single-family rental) – declared nuisance 2/17/2014
    a. Sanitation violations temporarily corrected, but conditions have since reverted.
    b. Determined to not be owner occupied – no use & occupancy permit on file for change of occupants. No response from owner or occupant to notice of requirement.
    c. Vacant as of 6/5/14 per police
    d. 7/5/14 Police received information that the property was occupied by squatters – Detective Martin contacted owner to confirm. Owner advised he would be there to clean up over the weekend.
    e. 7/14/14 Inspected by code enforcement. Bagged garbage & discarded household items & toys in yard. Sent letter with 48 hour deadline to correct.
    f. **7/25/14 Violations not corrected. Municipal Civil Infraction Citation issued. Also broken windows and fleas per police department. Posted property as unsafe for human habitation for no use & occupancy permit.**
2. 55 South Broad Street (vacant multi-tenant residence) – declared nuisance 5/19/2014
    a. Owner has contracted for regular lawn maintenance
    b. New local agent is taking responsibility for bringing property into compliance
        i. As of 9:00 a.m. July 16, 2014 has had 6 subcontractors look at project to submit bids
    c. Deadlines for conditions placed on lifting of order to demolish have been sent to owner and local agent
        i. All outstanding taxes were to have been paid no later than 9:00 a.m. July 16, 2014 – Per local agent, owner plans on using part of construction loan to pay. It is my opinion that she will not be able to secure the financing until the taxes are paid. **No payment has been made as of 3:00 p.m., July 25, 2014 per county treasurer's office.**
        ii. Complete set of construction plans to be submitted no later than 9:00 a.m. July 30, 2014
        iii. Proof of financing to be submitted no later than 9:00 a.m. July 30, 2014
        iv. Cash bond as prerequisite for permits
        v. Permits to be pulled & construction commenced no later than 9:00 a.m. July 30, 2014
        vi. Construction to be completed no later than January 31, 2015
3. 17 Ludlam Street (vacant single-family residence) – declared nuisance 5/19/2014
    a. Owner has indicated (confirmed with mortgage holder) that property is in process of being foreclosed
    b. City contracted with K.A. Hodge to remove solid waste from exterior property area and interior of structure on 6/6/2014 (health hazards and nuisance to neighbors from rotting food and rodent infestation determined by code official to have reached a critical situation)

c. Neighboring property owner is attempting to purchase on short sale. The indicated intention is to demolish the existing structure and replace it with a new single-family residence.
d. **7/25/14 short sale offer has been accepted per contractor who has been retained to complete the demolition and new construction. Waiting for closing date so new owner can take possession.**

City of Hillsdale
Agenda Item Summary

Meeting Date: **August 4, 2014**

Agenda Item #9: **Old Business A - Millpond Sediment Testing**

BACKGROUND:

Council previously requesting that I obtain a proposal to have the sediment testing performed the millpond in an effort to determine whether or not the dam could be removed. As I indicat before, meetings with DEQ and DNR have been very productive. DEQ would like to see t dam removed and DNR would like the stream to return to its natural course. They ha identified seventeen (17) species of aquatic life which they believe would be benefited returning the stream to a smaller natural course. The testing process is the first step determining whether it is even feasible to pursue such removal.

Accordingly, the Environmental Section of Fleis & Vandenbrink has prepared a project estima of cost. When I asked for the estimate I indicated that I wanted to include any costs attributab to the actual testing of the samples. The samples will be collected in accordance with all DE and DNR requirements by a staff member at F&V. The samples will then be sent to the lab f analyzing. When the results are returned to F&V, another staff person will prepare a report the findings.

I have attached the proposal for the sampling, testing and report for your review. The Ci Attorney has reviewed the proposal which falls under the blanket of the Professional Servic Agreement which the City previously entered with Fleis & Vandenbrink.

RECOMMENDATION:

I recommend Council approve my signature on the proposal. The total cost is budgeted from t Capital Improvement Fund.

LEIS&VANDENBRINK

GN. BUILD. OPERATE.

July 28, 2014

Ms. Linda Brown
City Manager, City of Hillsdale
97 North Broad Street
Hillsdale, Michigan 49242

RE: Sediment Sampling Proposal – Millpond Restoration

Dear Ms. Brown:

Thank you for requesting a proposal from Fleis & VandenBrink (F&V) for sediment sampling in the millpond area. It is our understanding that removal of the millpond dam is being considered and the City of Hillsdale (Hillsdale) desires to characterize soils that would be dredged as part of a dam removal.

The area of the millpond is approximately 8 acres. The volume of material to be dredged is not known. It is assumed that material behind the dam would be dredged along with material along the proposed creek channel.

Michigan Department of Environmental Quality (MDEQ) guidance indicates six (6) samples are to be collected for the first 10,000 cubic yards dredged, then one sample for every additional 10,000 cubic yards.

For this proposal, we assume that 10,000 cubic yards of material will be dredged. As such, we are proposing six (6) samples. If it is anticipated that more material will be dredged, our cost estimate includes a per sample fee for additional samples.

The samples must be discrete sediment samples from within the proposed dredge area. Each sample shall consist of a composited subset of a core taken to the anticipated full project depth.

MDEQ guidance indicates the samples must be analyzed for the following parameters:

- Seven (7) Heavy Metals – arsenic, cadmium, copper, lead, mercury, selenium and zinc
- Polynuclear Aromatic Hydrocarbons (PNAs)

Polychlorinated bi-phenyl (PCB) analysis is not required for this waterway.

The sediment data must be submitted to the MDEQ Water Resources Division (WRD) staff for review. WRD staff will forward the data to the MDEQ Office of Waste Management and Radiological Protection (OWMRP) Lansing staff for review.

4798 Campus Drive
Kalamazoo, Michigan 49008
P: 269.385.0011
F: 269.382.6972
www.fveng.com

OWMRP Lansing staff evaluates the data and notifies WRD staff of the disposal requirement options. These options may include:

a. Inert and suitable for unrestricted upland disposal
b. On-site disposal with clean cover and Restrictive Covenant
c. Municipal solid waste landfill or US Army Corps of Engineers, Confined Disposal Facility (USACE CDF)

Sample Collection

F&V will identify sampling locations which will be selected using random methods in general accordance with MDEQ methods. A sampling grid will be established over the area and random selection techniques will be used to select the six (6) sampling locations.

F&V will use a boat to reach each sampling location. A coring tool will be used to advance a hole into the sediment at the selected sites and a complete sediment core will be collected to the full project depth. The sediment core will be placed into a new Ziploc-style plastic bag and gently composited. The composite sample will be transferred into laboratory prepared sampling jars. The sediment coring device will be decontaminated between each sampling location.

Sample Analysis

The collected samples will be submitted to KAR Laboratories of Kalamazoo, Michigan (KAR) for analysis of the required seven (7) metals and PNAs to the required OWMRP Method Detection Levels. KAR will provide the analytical data report within two weeks of sample receipt.

Reporting

The following items will be provided:

- Figure showing sampling grid and selected sampling locations
- Description of sampling methods
- Analytical data reports

COST ESTIMATE

F&V proposes this work be done on a time and materials basis.

Sample Collection

$ 500 Sample site selection
$1,200 Sample collection
$ 500 Equipment and expenses
$2,200 Sub-Total

Sample Analysis

$ 600 6 Metals @ $100/sample
$ 510 6PNAs @ $85/sample
$1,110 Sub-Total

Reporting

$ 500 Sub-total

$3,810 Total

Each additional sample = $450

F&V will not exceed this cost estimate unless approved by client.

SCHEDULE

F&V can initiate this work within two weeks of authorization. The estimated length of this project is 2-3 weeks from initiation.

As this project moves forward, F&V would be glad to assist the City with other project elements. Please let us know if we can be of assistance or you have questions we may be able to help you with.

Once again, thank you for this opportunity, and we look forward to working with you on this project. If you need any other information regarding this proposal or any F&V services, please contact me at 269.993.7585 or jbrode@fveng.com.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

James Brode, CPG
Senior Project Manager

cc: D. Turley, F&V
Craig Shumaker, PE

AUTHORIZATION –TO-PROCEED

Fleis and VandenBrink is authorized to proceed with Sediment Sampling project for the project limits noted above and under the terms of our general consultation Professional Services Agreement (PSA) dated June 15, 2011.

Ms. Linda Brown, City Manager

Date

City of Hillsdale
Agenda Item Summary

Meeting Date: **August 4, 2014**

Agenda Item: **New Business** A.

SUBJECT: **Redevelopment Ready Community Resolution & Kick-off**

BACKGROUND PROVIDED BY STAFF: Alan Becker, Zoning Administrator

Background: On March 20, 2014, the City of Hillsdale was accepted into the Redevelopment Ready Community Program (RRC), sponsored by the Michigan Economic Development Corporation (MEDC). The program is a 'voluntary, no cost program that assists local municipalities in establishing a sound foundation for redevelopment and investment to occur in their communities.'

Attached is the Memorandum of Understanding and the Resolution that describes the joint responsibilities of the MEDC and the City of Hillsdale with regards to the RRC program.

CITY MANAGER RECOMMENDATION:

I recommend that Council authorize the Mayor to sign the Memorandum of Understanding.

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY OF HILLSDALE TO APPROVE AND FULLY PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) REDEVELOPMENT READY COMMUNITIES PROGRAM AND APPROVE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Michigan Economic Development Corporation (MEDC), selected the City of Hillsdale as one of the communities to participate in the Redevelopment Ready Communities Program; and

WHEREAS, he expectation of the program is to complete a comprehensive review of the City of Hillsdale development processes as established by the City of Hillsdale, to make improvements in transparency and effective communication; and

WHEREAS, the program includes evaluating the strong partnerships with the City Committees related to development, including the Tax Increment Finance Authority, Economic Development Corporation, and the Planning Commission.

NOW, THEREFORE, it is resolved as follows:

1. The Council of the City of Hillsdale is willing to participate in the MEDC Redevelopment Ready Communities Program, which will involve interaction with the Tax Increment Finance Authority, Economic Development Corporation, and the Planning Commission.

2. The Council of the City of Hillsdale authorizes Scott Sessions, Mayor, to sign the Memorandum of Understanding (MOU), and all other documentation related to the program as provided by the MEDC, in order to fully participate in the program.

3. The resolution shall take effect upon authorization by the Council of the City of Hillsdale.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Passed at a regular meeting of the Council of the City of Hillsdale held on the ___ day of _____, 2014.

CITY OF HILLSDALE

By_____
Scott Sessions – Mayor

By: _____
Michelle Loren – Deputy Clerk

Date Passed: _____

PURE MICHIGAN

FOR IMMEDIATE RELEASE
MARCH 20, 2014

Contact: Kathy Fagan
Fagank@michigan.org

MEDC announces 2014 Redevelopment Ready Communities program participants

LANSING – The Michigan Economic Development Corporation today announced the 2014 round of communities that have been selected for participation in the statewide Redevelopment Ready Communities® (RRC) program. RRC is a voluntary, no cost program that assists local municipalities in establishing a sound foundation for redevelopment and investment to occur in their communities.

"The RRC program provides communities with an external assessment of their planning and development policies," said MEDC President and CEO Michael A. Finney. "It's an important resource that helps communities review their practices to foster vibrant places where businesses and talent want to be. Without strong communities, we can't attract talent."

RRC Program participants receive a comprehensive assessment measuring their community and economic development practices to the RRC best practice standards. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there. This was the second competitive application round since the MEDC launched the program.

2014 communities receiving formal RRC evaluation include:

Alpena	Flint	Marshall
Battle Creek	Hillsdale	Middleville
Dearborn	Imlay City	Midland
Dexter	Jackson	Saginaw
Escanaba	Kalamazoo	Traverse City
Farmington	Manistee	

Communities chosen for RRC participation in 2013 continue to work toward RRC certification. They include:

Allegan	Ferndale	Novi
Ann Arbor	Lansing	Roseville
Boyne City	Lathrup Village	Southfield
Eastpointe	Lincoln Park	Ypsilanti
East Lansing	Muskegon	

Redevelopment Ready Communities®
Joint Memorandum of Understanding

This Memorandum of Understanding ("MOU") by and between the Michigan Economic Development Corporation ("MEDC"), 300 North Washington Square, Lansing, Michigan and City of Hillsdale ("Community"), 97 North Broad Street, Hillsdale, Michigan, jointly referred to as the "Parties" and individually as the "Party" is effective as of September 8, 2014 ("Effective Date").

The Community is interested in applying to the MEDC under the Redevelopment Ready Communities® Program ("Program") to become certified as a Redevelopment Ready Community ("RRC") and receive assistance from the Program in promoting sites within the Community.

The MEDC is interested in evaluating the Community and making recommendations for the Community to become certified as a RRC under the Program and help market the Community to the public for redevelopment purposes.

Therefore, the above entities have come together in a strategic collaboration to achieve the above stated goals. This collaboration is based on the following understandings:

Community Responsibilities

1. Identifying a primary Program contact who will serve as the lead contact and provide overall technical support for all aspects of this project on behalf of the Community.
2. Provide adequate staff personnel to attend trainings, perform research collection and assessment of current practices of the Community, respond in a timely manner to MEDC questions, and to implement the needed strategies to achieve certification of the Program after the evaluation.
3. Within thirty (30) days of this MOU, complete the Pre-Evaluation document and provide supporting information as required by the MEDC.
4. Provide monthly updates to the Community's elected governing body on status of Program progress.
5. Within fourteen (14) days of receiving the draft Community Assessment Report and Evaluation Findings, provide comments and any additional documentation, and schedule the report out presentation for the Community's elected governing body.
6. Within thirty (30) days of the Community Assessment Report and Evaluation Findings presentation, provide a resolution adopted by the Community's elected governing body that supports the Community's intent to implement the needed strategies to achieve certification if necessary to meet the Program best practices.
7. Within one hundred eighty (180) days, complete implementation of the needed strategies to achieve certification, if necessary, to meet the Program best practices.

8. Provide documentation that the Community meets the Program best practices as determined by the MEDC prior to being awarded certification.

MEDC Responsibilities

1. Provide general training on the Program.
2. Provide general technical support to the primary Program contact of the Community in collecting the information necessary to complete the Pre-Evaluation document and implementation of the best practices.
3. Evaluate the information from the Pre-Evaluation documents.
4. If necessary, make recommendations of steps to meet the best practices as identified by the MEDC.
5. Once the Program evaluation is completed, the MEDC will coordinate with the RRC Advisory Council to receive input in certifying the Community as a RRC.
6. If certified as a RRC, assist the Community in marketing to the public up to three sites as redevelopment ready.
7. Prepare a license agreement between the Community and the MEDC for Community's use of the RRC logo.

This MOU sets forth the intent of the Parties only and does not, and is not intended to, impose any binding obligations on the Parties nor shall it be the basis for any legal claims or liabilities by or among the Parties. Any liability of the Parties, whether in contract, tort or under any other legal or equitable theory, arising out of or in connection with this MOU shall be explicitly excluded. Neither Party shall be entitled to claim compensation for any expenses or losses incurred in bad faith if the intention of this MOU cannot be reached entirely or in part.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the three year anniversary of the date the Community is certified as a RRC, unless terminated earlier. However, either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

Scott Sessions, Mayor City of Hillsdale	Date
Jennifer Nelson, Senior VP & General Counsel Michigan Economic Development Corporation	Date

City of Hillsdale
Agenda Item Summary

Meeting Date: **August 4, 2014**

Agenda Item #10: **New Business B - Weather Observation and Data Dissemination Equipment at Airport**

BACKGROUND:

Periodically MDOT updates the contract covering the Weather Observation and Data Dissemination Equipment at the airport, more commonly known as AWOS. The entire system consists of three components: (a) the Weather Briefing System, (b) the Automated Weather Observation System (AWOS), and (c) a system to collect the AWOS data for national dissemination (Data Collection System). I provided a copy of the proposed new contract, together with the last original contract and a renewal contract to the City Attorney for his review. He finds the contract to be in property form and ready for signatures. I have included a copy of the proposed contract for your reference. As you can see, there is no dollar amount attributable to this contract; it simply renews the agreement between the City and the State for the equipment in question. The contract's term is for three (3) years.

RECOMMENDATION:

I recommend Council authorize the Mayor and Deputy Clerk's signatures on the contract.

CONTRACT NO. 2014-0768

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF HILLSDALE

CONTRACT

This Contract is made and entered into this date of _____ by and 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 continued 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.

Recital:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Weather Briefing System, (b) the Automated Weather Observation System (AWOS), and (c) a system to collect the AWOS data for national dissemination (Data Collection System).

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the AWOS but not the Weather Briefing System or the Data Collection System.

2. Continue to provide the following:

   a. For the Weather Briefing System component:

      i. A suitable location for a three-foot diameter satellite dish.

      ii. A location within the terminal building that is available to pilots during the terminal building's normal business hours.

   b. 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 at the discretion of the AGENCY.

c. For the Data Collection System component: A location within the terminal building for the computer.

3. Provide up to two local telephone lines and electrical power in accordance with the following:

a. Telephone lines must be single party lines. One line will be dedicated to the AWOS component, and one optional line will be dedicated to the Weather Briefing System component.

b. Electrical power requirements:

i. 240V, 60Hz, 15 amp, or greater circuit dedicated to the AWOS component.

ii. 120V, 60Hz, 15 amp, or greater circuit for the Weather Briefing System component and the Data Collection System component.

iii. Pumps, motors, and similar units must be on a separate circuit.

4. Not charge for direct or telephone dial-up access to the AWOS.

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 and the telephone lines. 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 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 damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.

9. 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 or tilling over them.

   c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, 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 System service provider for minor troubleshooting, such as checking telephone circuits for dial tone, making visual inspections of sensors, 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 by MDOT and/or its maintenance representative.

10. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.

11. The AGENCY or its operators and vendors will continue to 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. Employer's 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. Coverage will include minimum personal injury protection and contractual liability. 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 part of this Contract. Coverage will be in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) per occurrence.

12. 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.

13. 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:

14. Arrange with the Provider for the installation of the Data Collection System, if necessary. Make installation arrangements with the Weather Briefing System provider, if necessary.

15. Pay all invoices associated with the operation and maintenance of the SYSTEM except the invoices for electrical power and the telephone lines.

16. Bill the AGENCY 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 maintenance costs that could be incurred by MDOT.)

17. Bill the AGENCY 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.

18. 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.

19. 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 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 16 above.

20. 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.

21. Train AGENCY personnel on proper procedures for making entries in the FAA Form 6030-1 logbook and the AWOS equipment logbook.

22. 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.

23. 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.

24. Discontinue the weather briefing services and the data collection services 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:

25. The Provider will retain ownership of the Data Collection System, and the Weather Briefing System provider will retain ownership of the Weather Briefing System.

26. 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.

27. 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.

28. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation 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 AGENCY in connection with the AGENCY'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 AGENCY'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 the 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 AGENCY 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, 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, 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.

29. 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.

30. 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 in or approval of the award of any contract or subcontract or the solicitation thereof.

31. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

32. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.

33. This Contract will be in effect from August 20, 2014, through three (3) years, unless it is terminated by either party in accordance with Section 31. This Contract may be renewed in writing upon the mutual agreement of the parties not less than (30) thirty days before expiration. This Contract may be renewed for up to two additional one-year periods.

34. 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: _____
Title:

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

6-16-14
JM

By: _____
Title: Department Director

ATTACHMENT 1

Items Included in Maintenance Expenses That Could Be Incurred by MDOT

Scheduled Maintenance

Inspections — FAA-required annual, semi-annual, and two quarterly 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
Agenda Item Summary

Meeting Date: **August 4, 2014**

Agenda Item #10: **New Business – C – Hillsdale College Request for Street Closure and Noise Variance**

BACKGROUND:

I have attached two (2) letters received from William Whorley, Director of Security, for Hillsdale College. As you can see, he is requested permission for Hillsdale Street to be closed between College Street and Barber Drive/Galloway on August 24, 2014 between 2:00 p.m. and 5:00 p.m. for the freshman convocation ceremony. He also suggested re-routing northbound traffic to the east to Union Street, then north to Barber Drive and west back to Hillsdale Street. He also suggested southbound traffic be re-routed west on Galloway to West Street, south on West Street to College Street then east on College to Hillsdale Street. I believe the best re-routing plan if Council approves the street closure would be left to Keith Richard to minimize the signage and barricade requirements. As you can see he is requesting two (2) road closed barricades and detour signs from the City and advises that college security personnel would place, remove and attend al necessary barricades and traffic control signs.

The second letter is requesting a variance from the noise ordinance which would require all music to stop at 11:00 p.m. They are having an event on Monday August 25, 2014 starting at 9:00 p.m. and ending at midnight. It would be held in the quad on central campus and would feature the "Biting Goats" band.

RECOMMENDATION:

I recommend Council authorize the closure and authorize Keith Richard to determine the proper routing and need for signs and barricades. In addition, I recommend that a variance to the noise ordinance be granted from ending at 11:00 p.m to midnight even though Mr. Whorley indicates that it usually starts breaking up about 11:00 anyway.

HILLSDALE COLLEGE
PURSUING TRUTH · DEFENDING LIBERTY SINCE 1844

July 23, 2014

Linda Brown, City Manager
Scott Sessions, Mayor
Hillsdale City Hall
Hillsdale, MI 49242

Dear Ms. Brown/Mr. Sessions:

Hillsdale College requests a noise variance for Monday, August 25, 2014 starting at 9:00 p.m. and ending at midnight for the Welcome Party to be held in the Quad on central campus. "Biting Goats" band will be performing.

Respectfully submitted,

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

WKW/cmw

HILLSDALE COLLEGE
PURSUING TRUTH · DEFENDING LIBERTY SINCE 1844

July 23, 2014

Linda Brown, City Manager
Scott Sessions, Mayor
Hillsdale City Hall
Hillsdale, MI 49242

Dear Ms. Brown/Mr. Sessions:

In accordance with our past practice and procedures, Hillsdale College would like permission to close Hillsdale Street between College Street and Galloway/Barber Drive from 2:00 p.m. to 5:00 p.m. for our Freshman Convocation ceremony on Sunday, August 24, 2014. Closing Hillsdale Street will serve to protect the public by providing a detour away from central campus and to protect students, during the closure, from wandering into a very busy street and possibly being injured.

We would reroute northbound traffic from Hillsdale Street East on College to Union Street, North on Union to Barber Drive, then West on Barber Drive back to Hillsdale Street. Southbound traffic on Hillsdale Street would be rerouted West on Galloway to West Street, South on West Street to College Street, then East on College back to Hillsdale Street. We would like to request two (2) road closed barricades and detour signs from the City. Security personnel will place, remove, and attend all necessary barricades and traffic control signs.

Thank you for your consideration on this request. Your cooperation is very much appreciated by everyone at Hillsdale College.

Sincerely,

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

WKW/cmw

City of Hillsdale
Agenda Item Summary

Meeting Date: **April 21, 2014**

Agenda Item #10: **New Business C – MDOT Contract for Construction of Taxiway Phase 1 and Entrance Road - Design**

BACKGROUND:

I have attached a copy of a contract received from MDOT to pay for design of the partial parallel taxiway and the entrance road. As you can see from the exhibit, the City's share of the $90,000 project is $3,665.

RECOMMENDATION:

I recommend that Council authorize signatures on the contract pending legal review. The amount required from the City is available in the Airport Improvement Fund.

City of Hillsdale
Agenda Item Summary

Meeting Date: **July 30, 2014**

Agenda Item #10: **New Business D – Happy Pants, LLC Application**

SUBJECT: **New Microbrewer's License**

BACKGROUND PROVIDED BY STAFF – Mary Wolfram, Economic Development

A request has been received for a recommendation from Council to fulfill the requirements of the Michigan Liquor Control Commission (MLCC), Form-1305, for a new Micro Brewer License and a new Small Wine Maker License. The new licenses are being sought by Happy Pants LLC, dba, Hillsdale Brewing Company, 25 Hillsdale Street, Hillsdale, MI 49242. Council is being asked to pass a resolution stating it "recommends this application be ***considered*** for approval by the MLCC."

Happy Pants LLC owners, Roy Finch, 5960 N. Allen Road, Allen, MI and Cinda Conant, 3292 Lake Drive, Hillsdale, MI, along with manager, Kevin Conant, hope to rehabilitate the building at 25 Hillsdale Street into a small microbrewery and restaurant: the Hillsdale Brewing Company. Purchase and rehabilitation of this building will represent an investment in downtown Hillsdale of well over $200,000 and should provide another restaurant and entertainment venue for the City. This recommendation for "consideration for approval" will allow the Hillsdale Brewing Company to submit the LCC application and necessary paper work in order to begin the long review process by the Liquor Control Commission.

Staff recommends Council pass this resolution.

RECOMMENDATION:

CM recommends approval of the application by passing the resolution. This is a different process than typically utilized for liquor licenses in that Council normally only receives information after the application has been received by the LCC and the local government is not required to approve or disapprove the issuance of the license, just given an opportunity to comment on the application.