



City Council Agenda

August 15, 2022
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 July 28, 2022: \$1,329,418.11
 - 2. Payroll of August 4, 2022: \$183,415.25
 - B. City Council Minutes of August 1, 2022
 - C. Pub N Grub End of Summer Street Party Use Agreement
 - D. Hillsdale County Farmers Market Street Closure Agreement & Ratification of Signatures
 - E. BPU: WWTP Channel Monster
 - F. BPU: WWTP Lift Station Wavestart System
- VI. Communications/Petitions**
 - A. 2022 Fall City Newsletter
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing to Declare 36 Howder St. a Public Nuisance
- VIII. Old Business**
 - A.
- IX. New Business**
 - A. Street Closures for Train Tour Event- TCO 2022-31
 - B. Street Closures for Train Tour Event- TCO 2022-32
 - C. ICMA Retirement Plans Cancellation Notice
 - D. BPU: Hart MI Solar PPA Project VI (City reserves the right to enter into closed session)
- X. Miscellaneous Reports**
 - A. Proclamations- None
 - 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 07/28/2022 - 07/28/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-810.000	ANNUAL MEMBERSHIP FEE	AMAZON CAPITAL SERVICES,	1ANNUAL MEMBERSHIP FEE	89.50	104320
Total For Dept 175.000 ADMINISTRATIVE SERVICES				89.50	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-801.000	ACCOUNTING SERVICES	THE WOODHILL GROUP	ACCOUNT SERVICES	4,384.37	104411
Total For Dept 191.000 FINANCE DEPARTMENT				4,384.37	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	TOLIET PAPER, SOAP, RUB BANDS, TRASH B	9.87	104341
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED	PAPER SHREDDING SERVICE	67.95	104318
Total For Dept 215.000 CITY CLERK DEPARTMENT				77.82	
Dept 253.000 CITY TREASURER					
101-253.000-801.000	ACCOUNTING SERVICES - CLEAN UP T	THE WOODHILL GROUP	ACCOUNT SERVICES	4,987.50	104411
101-253.000-964.000	BILLBACK - 30 006 426 352 17	HILLSDALE CO TREASURER	BILLBACK - 30 006 426 352 17	7.92	104364
101-253.000-964.000	BILLBACK - 30 006 126 179 14	HILLSDALE CO TREASURER	BILLBACK - 30 006 126 179 14	3.51	104364
101-253.000-964.000	BILLBACK - 30 006 126 179 14	HILLSDALE CO TREASURER	BILLBACK - 30 006 126 179 14	3.54	104364
101-253.000-964.000	REFUNDS AND REBATES	HILLSDALE CO TREASURER	BILLBACK - 30 006 126 179 14	3.58	104364
101-253.000-964.000	BILLBACK - 30 006 126 101 07	HILLSDALE CO TREASURER	BILLBACK - 30 006 126 101 07	4.81	104364
Total For Dept 253.000 CITY TREASURER				5,010.86	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-734.000	POSTAGE	CARD SERVICES CENTER	CAR WASH, POSTAGE FOR ASSESSING DEPT	59.36	300
101-257.000-860.000	TRANSPORTATION AND MILEAGE	CARD SERVICES CENTER	CAR WASH, POSTAGE FOR ASSESSING DEPT	7.00	300
Total For Dept 257.000 ASSESSING DEPARTMENT				66.36	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	TOLIET PAPER, SOAP, RUB BANDS, TRASH B	194.96	104341
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	20.71	104363
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.51	104412
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.51	104412
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICH GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	46.63	294
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	41.93	295
Total For Dept 265.000 BUILDING AND GROUNDS				341.25	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	OFFICE SUPPLIES	CURRENT OFFICE SOLUTIONS	MESSAGE PADS, POPUP POST-IT-NOTES, PENS	88.18	104341
101-301.000-726.000	SHIPPING & HANDLING	GALL'S, INC	S/S SHIRTS (SGT. PRATT) PANTS/RETURNED	7.33	104355
101-301.000-726.000	(2) KEYS/4PK KEY IDENTIFIERS	GELZER & SON INC	(2) KEYS/4PK KEY IDENTIFIERS - K. PHILI	7.07	104356
101-301.000-726.000	(2) CRIMINIAL LAW & PROCEDURE MA	KENDALL HUNT PUBLISHING	MICHIGAN STATE POLICE CRIMINAL LAW & PF	121.53	104375
101-301.000-726.000	FREIGHT CHARGES	NYE UNIFORM COMPANY	S/S SHIRTS & PANTS/E. GIACOBONE	17.06	104388
101-301.000-742.000	S/S SHIRTS/S. PRATT	GALL'S, INC	S/S SHIRTS (SGT. PRATT) PANTS/RETURNED	238.00	104355
101-301.000-742.000	(3) PR PANTS/CADET K. PHILLIPS/A	GALL'S, INC	SAFETY VESTS/FIRE DEPT., PANTS/CADET K.	272.00	104355
101-301.000-742.000	(2) PR PANTS RETURNED/M. JUNE	GALL'S, INC	CREDIT MEMO (2) PR PANTS RETURNED M. JU	(119.00)	104355
101-301.000-742.000	CLOTHING / UNIFORMS	GALL'S, INC	BELT/CADET K. PHILLIPS FOR KCC POLICE P	17.79	104355
101-301.000-742.000	(2) S/S SHIRTS E. GIACOBONE	NYE UNIFORM COMPANY	S/S SHIRTS & PANTS/E. GIACOBONE	270.00	104388
101-301.000-930.000	DISMOUNT/MOUNT & BALANCE 1 TIRE/	NORM'S TIRE & SERVICE	DISMOUNT/MOUNT & BALANCE 1 TIRE/LEFT FF	185.37	104387
101-301.000-930.000	OIL CHANGE UNIT 2-4 (21 EXPLORER	PARNEY'S CAR CARE	OIL CHANGE UNIT 2-4 (21 EXPLORER)	37.00	104390
Total For Dept 301.000 POLICE DEPARTMENT				1,142.33	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	GLUCOSE TEST STRIPS	CARELINC MEDICAL EQUIPMEN	GLUCOSE TEST STRIPS/OXYGEN TANK	70.00	104335
101-336.000-726.000	LARGE CARRYING CASE FOR GLUCOMET	EMERGENCY MEDICAL PRODUCT	LARGE CARRYING CASE FOR GLUCOMETER	22.49	104348

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Fund 101 GENERAL FUND					
Dept 336.000 FIRE DEPARTMENT					
101-336.000-730.000	DIESEL ENGINE OIL 15W40/ENG 342	PERFORMANCE AUTOMOTIVE	SUPER HIGH PERFORMANCE DIESEL ENGINE OI	40.98	104391
101-336.000-742.000	(7) ANSI II SAFETY VESTS	GALL'S, INC	SAFETY VESTS/FIRE DEPT., PANTS/CADET K.	178.36	104355
101-336.000-801.000	SEMI-ANNUAL PREVENTATIVE MAINTEN	BREATHING AIR SYSTEMS	SEMI-ANNUAL PREVENTATIVE MAINTENANCE SE	890.63	104333
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	88.54	293
Total For Dept 336.000 FIRE DEPARTMENT				1,291.00	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-726.000	OFFICE SUPPLIES & LEVEL	AMAZON CAPITAL SERVICES, I	OFFICE SUPPLIES, LEVEL, AND REGULATOR F	258.45	104320
101-441.000-726.000	CHILDRENS CONSTRUCTION HARD HATS	AMAZON CAPITAL SERVICES, I	CHILDRENS CONSTRUCTION HARD HATS	119.96	104320
101-441.000-726.000	8.5X11 & 8.5X14 PAPER	CURRENT OFFICE SOLUTIONS	8.5X11 & 8.5X14 PAPER	77.55	104341
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	15.54	104363
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	34.38	104412
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	32.38	104412
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	29.84	104412
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	29.84	104412
101-441.000-801.000	COMPOST FENCE REPAIR	WATKINS FENCE	COMPOST FENCE REPAIR	700.00	104419
101-441.000-955.441	B. LOPRESTO SAFETY GEAR	POWERS CLOTHING, INC.	B. LOPRESTO SAFETY GEAR	224.99	104395
101-441.000-955.441	A. COLE SAFETY GEAR	POWERS CLOTHING, INC.	A. COLE SAFETY GEAR	144.01	104395
101-441.000-955.588	MDOT PHYSICAL REIMBURSEMENT - D	DAVID WHALEY	MDOT PHYSICAL REIMBURSEMENT - DAVID WHA	100.00	104342
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				1,766.94	
Dept 567.000 CEMETERIES					
101-567.000-726.000	HMA 6/30/22 - CEMETERIES	GERKEN MATERIAL, INC	HMA 6/30/22	17.00	104358
101-567.000-801.000	OAK GROVE TREE REMOVAL	LONSBERRY, JEFFREY	OAK GROVE TREE REMOVAL	1,125.00	104338
101-567.000-801.000	JULY 2022 PORTA JOHN RENTALS/CLE	THOMAS ALLEN MCNAIR	JULY 2022 PORTA JOHN RENTALS/CLEANING	105.00	104379
Total For Dept 567.000 CEMETERIES				1,247.00	
Dept 571.000 PARKING LOTS					
101-571.000-726.000	HMA 6/20/22 - 6/29/22 - PARKING	GERKEN MATERIAL, INC	HMA 6/20/22 - 6/29/22	71.40	104358
Total For Dept 571.000 PARKING LOTS				71.40	
Dept 595.000 AIRPORT					
101-595.000-726.000	MOUSE TRAPS	GELZER & SON INC	MOUSE TRAPS	4.58	104356
101-595.000-726.000	ROUND-UP, LED BULB, HORNET SPRAY	GELZER & SON INC	ROUND-UP, LED BULB, HORNET SPRAY	77.94	104356
101-595.000-726.000	ICE, WATER, SODA, PB, CUPS, SPRA	MARKET HOUSE	ICE, WATER, SODA, PB, CUPS, SPRAY	42.55	104381
101-595.000-801.000	NEW EQUIP FOR TESTING FUEL AT AI	SPARKLING CORPORATION	NEW EQUIP FOR TESTING FUEL AT AIRPORT	2,410.46	104406
101-595.000-801.000	AWOS - APRIL - JUNE 2022	STATE OF MICHIGAN	AWOS - APRIL - JUNE 2022	606.64	104407
101-595.000-930.000	BATWING MOWER REPAIRS	GREENMARK EQUIPMENT	BATWING MOWER REPAIRS	213.40	104360
Total For Dept 595.000 AIRPORT				3,355.57	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-860.000	TRANSPORTATION AND MILEAGE	ALAN BEEKER	MILEAGE - REGION 2 PLANNING COMMISSION,	43.75	104330
101-701.000-905.000	PUBLISHING / NOTICES	HILLSDALE DAILY NEWS	PLANNING COMMISSION PUBLIC HEARING NOTI	78.70	104365
Total For Dept 701.000 PLANNING DEPARTMENT				122.45	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-810.000	DUES AND SUBSCRIPTIONS	MICH ECONOMIC DEVELOPERS /	MDA 2022 MEMBERSHIP	315.00	104385
Total For Dept 728.000 ECONOMIC DEVELOPMENT				315.00	
Dept 756.000 PARKS					
101-756.000-726.000	PAINTING POLES FOR WATERWORKS &	GELZER & SON INC	PAINTING POLES FOR WATERWORKS & OWENS	14.32	104356
101-756.000-726.000	HMA 6/30/22 - PARKS	GERKEN MATERIAL, INC	HMA 6/30/22	17.00	104358
101-756.000-801.000	DUMPSTER PAD AT SANDY BEACH	DRY MAR TRUCKING & DIRTWO	DUMPSTER PAD AT SANDY BEACH	1,215.00	104345

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Fund 101 GENERAL FUND					
Dept 756.000 PARKS					
101-756.000-801.000	FOD FERTILIZING	HOOP LAWN & SNOW, LLC	FOD FERTILIZING	1,436.00	104368
101-756.000-801.000	JULY 2022 PORTA JOHN RENTALS/CLE	THOMAS ALLEN MCNAIR	JULY 2022 PORTA JOHN RENTALS/CLEANING	1,720.00	104379
101-756.000-801.000	SB - NEW FENCE AROUND DUMPSTER	WATKINS FENCE	SB - NEW FENCE AROUND DUMPSTER	5,500.00	104419
101-756.000-930.000	HARDWARE FOR MEN'S RESTROOM DOOR	GELZER & SON INC	HARDWARE FOR MEN'S RESTROOM DOOR @ SB	6.83	104356
101-756.000-930.000	4X4-8 TRTD POST FOR DOCK REPAIR	JONESVILLE LUMBER	4X4-8 TRTD POST FOR DOCK REPAIR	32.18	104372
Total For Dept 756.000 PARKS				9,941.33	
Total For Fund 101 GENERAL FUND				29,223.18	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-726.000	HMA 6/30/22 - MAJOR	GERKEN MATERIAL, INC	HMA 6/30/22	51.00	104358
202-450.000-726.000	HMA 6/20/22 - 6/29/22 - MAJOR	GERKEN MATERIAL, INC	HMA 6/20/22 - 6/29/22	917.32	104358
202-450.000-726.000	GRADE STAKES FOR URAN ST LAYOUT	JONESVILLE LUMBER	GRADE STAKES FOR URAN ST LAYOUT WORK	131.94	104372
202-450.000-801.000	2022 EXPLORATORY PAVEMENT INVEST	MATERIALS TESTING CONSULT	2022 EXPLORATORY PAVEMENT INVESTIGATION	5,000.00	104382
202-450.000-801.000	PATCH RD IN FRONT OF LITTLE GIGG	RANDY RUBIN	PATCH RD IN FRONT OF LITTLE GIGGLES DAY	1,100.00	104398
Total For Dept 450.000 STREET SURFACE				7,200.26	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-726.000	FERTILIZER SPIKES	AMAZON CAPITAL SERVICES, 1	DART OFFICE SUPPLIES, JUMP BOX, FERTILI	48.78	104320
Total For Dept 460.000 R.O.W. MAINTENANCE				48.78	
Dept 480.000 DRAINAGE					
202-480.000-726.000	MORTAR MIX FOR MAJOR ST	GELZER & SON INC	MORTAR MIX FOR MAJOR ST	7.99	104356
202-480.000-726.000	HYDRAULIC CEMENT FOR MAJOR ST	GELZER & SON INC	HYDRAULIC CEMENT FOR MAJOR ST	27.99	104356
202-480.000-726.000	HYDRAULIC CEMENT MAJOR ST	GELZER & SON INC	HYDRAULIC CEMENT MAJOR ST	27.99	104356
Total For Dept 480.000 DRAINAGE				63.97	
Dept 490.000 TRAFFIC					
202-490.000-801.000	PAVEMENT MARKINGS (21-22 FISCAL	JV CONTRACTING, INC.	PAVEMENT MARKINGS (21-22 FISCAL YEAR)	50,494.50	104373
Total For Dept 490.000 TRAFFIC				50,494.50	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				57,807.51	
Fund 203 LOCAL ST. FUND					
Dept 450.000 STREET SURFACE					
203-450.000-726.000	CONCRETE MIX FOR LOCAL ST	GELZER & SON INC	CONCRETE MIX FOR LOCAL ST	13.78	104356
203-450.000-726.000	HMA 6/30/22 - LOCAL	GERKEN MATERIAL, INC	HMA 6/30/22	53.04	104358
203-450.000-726.000	HMA 7/8/22 - LOCAL	GERKEN MATERIAL, INC	HMA 7/8/22	136.00	104358
203-450.000-726.000	HMA 6/20/22 - 6/29/22 - LOCAL	GERKEN MATERIAL, INC	HMA 6/20/22 - 6/29/22	406.64	104358
203-450.000-801.000	2022 EXPLORATORY PAVEMENT INVEST	MATERIALS TESTING CONSULT	2022 EXPLORATORY PAVEMENT INVESTIGATION	5,000.00	104382
Total For Dept 450.000 STREET SURFACE				5,609.46	
Dept 470.000 TREES					
203-470.000-801.000	18 WEST LYNWOOD ST CHIP BRUSH &	LONSBERY, JEFFREY	18 WEST LYNWOOD ST CHIP BRUSH & HAUL WC	2,000.00	104338
203-470.000-801.000	181 REA ST CHIP BRUSH & HAUL WOO	LONSBERY, JEFFREY	181 REA ST CHIP BRUSH & HAUL WOOD	2,750.00	104338
Total For Dept 470.000 TREES				4,750.00	
Dept 490.000 TRAFFIC					
203-490.000-801.000	PAVEMENT MARKINGS (21-22 FISCAL	JV CONTRACTING, INC.	PAVEMENT MARKINGS (21-22 FISCAL YEAR)	1,500.00	104373
Total For Dept 490.000 TRAFFIC				1,500.00	
Total For Fund 203 LOCAL ST. FUND				11,859.46	

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Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-653.001	YOUTH PROGRAM FEES	KIMBERLY TOWE	T-BALL REFUND	60.00	104376
208-000.000-692.000	OTHER REVENUE	KATHY FRENCH	PAVILION RENTAL REFUND 7-31-2022	75.00	104374
Total For Dept 000.000				135.00	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-726.000	SUPPLIES	COUNTRY SIDE TROPHIES	T-BALL AND COACH PITCH MEDALS AND TROPH	629.25	104339
208-751.000-726.000	SUPPLIES	GELZER & SON INC	KEYS TO STORAGE	4.58	104356
208-751.000-726.000	SUPPLIES	GELZER & SON INC	11" SOFTBALLS	44.99	104356
208-751.000-726.000	SUPPLIES	GELZER & SON INC	COACH PITCH SCOREBOOKS (6)	47.94	104356
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	T-BALL SHIRTS	1,721.00	104414
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	COACH PITCH SHIRTS	1,645.50	104414
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	SANDY BEACH STAFF SHIRTS	588.00	104414
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	ADDITIONAL COACH PITCH SHIRTS	26.00	104414
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	ADDITIONAL COACH PITCH T-SHIRT	15.00	104414
208-751.000-726.000	SUPPLIES	WILLIAM MULLALY	FIELD CHALK REIMBURSEMENT - JOERS FARM	63.00	104421
208-751.000-726.000	SUPPLIES	WILLIAM MULLALY	FIELD CHALK REIMBURSEMENT - JOERS FARM	52.50	104422
208-751.000-726.006	CONCESSION SUPPLIES	CURRENT OFFICE SOLUTIONS	DEPOSIT BAGS - SANDY BEACH	39.09	104341
208-751.000-726.006	CONCESSION SUPPLIES	GELZER & SON INC	STEP STOOL - SANDY BEACH CONCESSIONS	56.99	104356
208-751.000-726.006	CONCESSION SUPPLIES	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT - SANDY BEACH CONCE	193.80	104378
208-751.000-726.006	CONCESSION SUPPLIES	KUSTER'S DAIRY PRODUCTS	SLUSH BASE, CONES, ICE CREAM MIX	221.89	104378
208-751.000-726.006	CONCESSION SUPPLIES	MARKET HOUSE	CHIPS - SANDY BEACH CONCESSIONS	117.03	104381
208-751.000-726.006	CONCESSION SUPPLIES	MARKET HOUSE	KETCHUP AND MUSTARD - SANDY BEACH CONCE	5.37	104381
208-751.000-726.006	CONCESSION SUPPLIES	MARKET HOUSE	DISINFECTANT WIPES, GARBAGE BAGS	25.56	104381
208-751.000-812.000	OUTSIDE PROGRAM FEES	SOUTHERN MI BASEBALL LEAGU	2022 BASEBALL LEAGUE FEES	675.00	104405
208-751.000-812.000	OUTSIDE PROGRAM FEES	SOUTHERN MI BASEBALL LEAGU	CREDIT ON LEAGUE FEES FOR FIELD USE	(100.00)	104405
208-751.000-812.000	OUTSIDE PROGRAM FEES	WALDRON SUMMER BALL C/O M	2022 SOFTBALL FEES	260.00	104418
Total For Dept 751.000 RECREATION DEPARTMENT				6,332.49	
Total For Fund 208 RECREATION FUND				6,467.49	
Fund 244 ECONOMIC DEVELOPMENT CORP FUND					
Dept 728.000 ECONOMIC DEVELOPMENT					
244-728.000-801.000	LIVE INTERVIEW	MCKIBBIN MEDIA GROUP	LIVE INTERVIEW	50.00	104383
244-728.000-801.000	LIVE INTERVIEW	MCKIBBIN MEDIA GROUP	LIVE INTERVIEW	50.00	104383
Total For Dept 728.000 ECONOMIC DEVELOPMENT				100.00	
Total For Fund 244 ECONOMIC DEVELOPMENT CORP FUND				100.00	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-726.000	BOOK COVERS, EASEL, CASTER INSER	DEMCO, INC	BOOK COVERS, EASEL, CASTER INSERT	434.91	104343
271-790.000-801.000	TIME IT/PRINT IT ANNUAL SUPPORT	AVC TECHNOLOGY CORP	TIME IT/PRINT IT ANNUAL SUPPORT	400.00	104322
271-790.000-801.000	PRESENTATION & BOOK SIGNING	RAYMOND SZYMANSKI	PRESENTATION & BOOK SIGNING	250.00	104397
271-790.000-801.000	LIBRARY CARD CATALOG DEVICES	SOUTHERN COMPUTER WAREHOUSE	LIBRARY CARD CATALOG DEVICES	2,479.96	104404
271-790.000-801.000	3RD QTR OVERDRIVE - JULY - SEPT	WOODLANDS LIBRARY COOPERAT	3RD QTR OVERDRIVE - JULY - SEPT 2022	237.00	104423
271-790.000-801.000	STATE AID 2021-2022	WOODLANDS LIBRARY COOPERAT	STATE AID 2021-2022	2,817.10	104423
271-790.000-810.000	MEMBERSHIP THROUGH T JUNE 2022	MICHIGAN LIBRARY ASSOCIAT	MEMBERSHIP THROUGH T JUNE 2022	377.56	104386
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	45.69	296
271-790.000-930.000	CHILD TOILET	AMAZON CAPITAL SERVICES, I	CHILD TOILET	274.10	104320
271-790.000-982.000	BOOKS	CENGAGE LEARNING	CREDIT MEMO - BOOKS	(15.84)	104354
271-790.000-982.000	BOOKS	CENGAGE LEARNING	CREDIT MEMO - BOOKS	(30.39)	104354
271-790.000-982.000	BOOKS	CENGAGE LEARNING	BOOKS	151.95	104354
271-790.000-982.000	BOOKS	CENGAGE LEARNING	BOOKS	151.95	104354

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-982.000	BOOKS	CENGAGE LEARNING	BOOKS	30.39	104354
Total For Dept 790.000 LIBRARY				7,604.38	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-982.000	BOOKS	CENGAGE LEARNING	CREDIT MEMO - BOOKS	(27.19)	104354
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				(27.19)	
Total For Fund 271 LIBRARY FUND				7,577.19	
Fund 287 ARPA GRANT FUND					
Dept 447.000 ENGINEERING SERVICES					
287-447.000-801.000	MORRY ST STORM DESIGN	TETRA TECH, INC	MORRY STREET STORM DESIGN SERVICES	5,107.37	104409
287-447.000-801.000	WESTWOOD AREA ENGINEERING	THE MANNIK & SMITH GROUP,	ENGINEERING SERVICES WESTWOOD AREA PRO	3,678.50	104410
Total For Dept 447.000 ENGINEERING SERVICES				8,785.87	
Dept 900.000 CAPITAL OUTLAY					
287-900.000-970.000-215003	LEGAL FEES - MORRY ST	LOVINGER & THOMPSON, PC	LEGAL FEES - MORRY ST	125.00	104380
Total For Dept 900.000 CAPITAL OUTLAY				125.00	
Total For Fund 287 ARPA GRANT FUND				8,910.87	
Fund 408 FIELDS OF DREAMS					
Dept 751.000 RECREATION DEPARTMENT					
408-751.000-726.000	SUPPLIES	GELZER & SON INC	TOILET REPAIR KIT - FIELDS OF DREAMS	14.97	104356
Total For Dept 751.000 RECREATION DEPARTMENT				14.97	
Total For Fund 408 FIELDS OF DREAMS				14.97	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	METER CL200 C2SXD 2S 3W	CANNON TECHNOLOGIES INC	ELECTRIC METER C2SXD	9,996.00	104334
582-000.000-110.000	METER CL200 C2SXD 2S 3W	CANNON TECHNOLOGIES INC	ELECTRIC METERS C2SXD	9,996.00	104334
582-000.000-110.000	INVENTORY	POWERLINE SUPPLY	INVENTORY	897.00	104394
582-000.000-110.000	ANCHOR - 10" POWER SCREW	POWERLINE SUPPLY	INVENTORY	927.86	104394
582-000.000-110.000	SWITCH GOAB AR113FF	POWERLINE SUPPLY	FEEDER 16,17,18,19	19,646.40	104394
582-000.000-110.000	EZ WRAP TIE SPOOL INSULATOR	POWERLINE SUPPLY	INVENTORY	230.00	104394
582-000.000-110.000	FLAT WASHERS - 2 X 2 X 5/8"	POWERLINE SUPPLY	INVENTORY	459.51	104394
582-000.000-110.000	MACHINE BOLT - 5/8 X 14"	POWERLINE SUPPLY	INVENTORY	93.10	104394
582-000.000-110.000	PREPARATION KITS	POWERLINE SUPPLY	INVENTORY	236.80	104394
582-000.000-110.001	#2 FUEL OIL	WATKINS OIL COMPANY	FUEL OIL ENGINE 5&6	50,972.49	104420
582-000.000-158.000-201011	POLE 45/1	POWERLINE SUPPLY	INDUSTIAL PARK FEEDERS	26,070.00	104394
582-000.000-158.000-201011	TERMINATION KIT15KV	POWERLINE SUPPLY	FEEDER 16,17,18,19	11,274.70	104394
582-000.000-158.000-201011	BOLT 3/4' X 18'	POWERLINE SUPPLY	FEEDER 16,17,18,19	100.80	104394
582-000.000-202.100	4CCH	BAKER, MARY M	UB refund for account: 011263	244.50	104324
582-000.000-202.100	4CCH	BARNETT, BETHANY J	UB refund for account: 024199	86.00	104325
582-000.000-202.100	ROUND	BECKMAN, ERIC C	UB refund for account: 013661	66.75	104328
582-000.000-202.100	4CCH	BECKMAN, ERIC C	UB refund for account: 013661	150.51	104329
582-000.000-202.100	4CCH	BIRDSALL, PAUL	UB refund for account: 023341	38.74	104331
582-000.000-202.100	4CCH	CASAS, ROSA A	UB refund for account: 026058	71.00	104336
582-000.000-202.100	4CCH	COVEY, APRIL R	UB refund for account: 026631	148.36	104340
582-000.000-202.100	4CCH	EBY, ZALONYA G C	UB refund for account: 010072	246.05	104346
582-000.000-202.100	4CCH	EWERS, AMANDA K	UB refund for account: 024399	137.00	104351
582-000.000-202.100	6CCH	GURSIMRAN INC	UB refund for account: 016139	268.00	104361

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-202.100	4CCH	HASSENZAHN, JEREMY L	UB refund for account: 013154	56.95	104362
582-000.000-202.100	4CCH	HOLMES, KRISTEN R	UB refund for account: 023251	24.00	104367
582-000.000-202.100	4CCH	HUKILL, JOHNATHON D	UB refund for account: 026683	14.00	104369
582-000.000-202.100	4CCH	RICHARDSON, ROGER	UB refund for account: 013415	132.17	104399
582-000.000-202.100	4CCH	SMITH, SETH M	UB refund for account: 022821	64.87	104403
582-000.000-202.100	4CCH	VANDERPOOL, KAITLIN N	UB refund for account: 026744	26.38	104417
Total For Dept 000.000				132,675.94	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	TONER CARTRIDGE REPLACEMENT	AMAZON CAPITAL SERVICES, I	TONER CARTRIDGE REPLACEMENT	22.98	104320
582-175.000-726.000	FILE POCKETS, SCISSORS	CURRENT OFFICE SOLUTIONS	FILE POCKETS, SCISSORS	23.64	104341
582-175.000-726.000	FILES	CURRENT OFFICE SOLUTIONS	FILES	62.94	104341
582-175.000-726.000	KITCHEN ROLL TOWELS/TOILET PAPER	KSS ENTERPRISES	KITCHEN ROLL TOWELS/TOILET PAPER	143.94	104377
582-175.000-726.000	VEHICLE VINYL STICKERS	STOCKHOUSE CORPORATION	VEHICLE VINYL STICKERS	45.00	104408
582-175.000-801.000	CONTRACTUAL SERVICES	BAXTER LAWN AND SNOW SERV	MOW/TRIM SUBSTATIONS JUNE 2022	830.00	104326
582-175.000-801.000	DRUG SCREENS - J. MCCLELLAN	HILLSDALE HOSPITAL	DRUG SCREENS	25.00	104366
582-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	COMMISSION PAID ON COLLECTIONS FOR JUNE	70.02	104389
582-175.000-801.000	LEASE COVERAGE FROM 08/18/2022 -	QUADIENT LEASING USA, INC	LEASE COVERAGE FROM 08/18/2022 - 11/17/	234.08	104396
582-175.000-801.000	ACCOUNTING SERVICES	THE WOODHILL GROUP	ACCOUNT SERVICES	2,192.20	104411
582-175.000-801.000	ADMIN OVERHEAD MAY 2022	MICHIGAN PUBLIC POWER AGEN	ADMIN OVERHEAD MAY 2022	23.62	301
582-175.000-802.000	AUTOCAD MAP 3D LICENSE GIS TECH	DLT SOLUTIONS, LLC	AUTOCAD MAP 3D LICENSE GIS TECH	915.02	104344
582-175.000-802.000	ANNUAL ESRI MAPPING SOFTWARE LIC	ENVIRONMENTAL SYSTEMS RES	ANNUAL ESRI MAPPING SOFTWARE LICENSE	5,000.00	104350
582-175.000-810.000	ANNUAL MEMBERSHIP FEE	AMAZON CAPITAL SERVICES, I	ANNUAL MEMBERSHIP FEE	44.75	104320
582-175.000-850.000	TELEPHONE	AMAZON CAPITAL SERVICES, I	MTEL TELEPHONE HANDSET BPU	60.75	104320
Total For Dept 175.000 ADMINISTRATIVE SERVICES				9,693.94	
Dept 543.000 PRODUCTION					
582-543.000-726.000	YEL GRND CORD PLUG	GELZER & SON INC	YEL GRND CORD PLUG	8.58	104356
582-543.000-726.000	INSULATED PISTOL NOZZLE/HOSE	GELZER & SON INC	INSULATED PISTOL NOZZLE/HOSE	48.48	104356
582-543.000-726.000	WATER DELIVERY SERVICE - POWER P	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE - POWER PLANT	3.60	104363
582-543.000-726.000	WATER DELIVERY SERVICE - PP	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE - PP	12.00	104363
582-543.000-739.000	MSCPA MEMBER POWER BILLING - JUN	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - JUNE 2022	944,774.22	302
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	14,573.12	303
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	14,573.13	303
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	38.12	297
582-543.000-930.000	SERVICES THROUGH 06/28/2022 AT P	UTILITIES INSTRUMENTATION	SERVICES THROUGH 06/28/2022 AT POWER PI	1,248.00	104416
Total For Dept 543.000 PRODUCTION				975,279.25	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	GLOVE BAG FOR RUBBER INSULATING	AMAZON CAPITAL SERVICES, I	GLOVE BAG FOR RUBBER INSULATING GLOVES	50.49	104320
582-544.000-726.800	14 GA 2/C 2/GRN UF (250FT)	AMERICAN COPPER AND BRASS,	14 GA 2/C 2/GRN UF (250FT)	95.00	104321
582-544.000-726.800	SUPPLIES - OPERATIONS	BECKER & SCRIVENS	2 NS SAND	19.32	104327
582-544.000-726.800	HARDWARE 4 ST LIGHT ON HIDDEN ME	GELZER & SON INC	HARDWARE 4 ST LIGHT ON HIDDEN MEADOWS/S	12.08	104356
582-544.000-726.800	48' ALUM BOX BEAM LEVEL	GELZER & SON INC	48' ALUM BOX BEAM LEVEL	45.99	104356
582-544.000-726.800	22 TINE POLY/STEEL RAKE	GELZER & SON INC	22 TINE POLY/STEEL RAKE	14.79	104356
582-544.000-726.800	WATER DELIVERY SERVICE	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	12.30	104363
582-544.000-726.800	BELT CLIMBING	POWERLINE SUPPLY	CLIMBING GEAR FOR JOSH REICHHART	623.00	104394
582-544.000-730.000	HITCH PIN/QUICK LINK FOR POLE RA	FAMILY FARM & HOME	HITCH PIN/QUICK LINK FOR POLE RACK	21.36	104352
582-544.000-730.000	TRAIL END W/ CABLE PROTEC	FAMILY FARM & HOME	TRAIL END W/ CABLE PROTEC	19.99	104352
582-544.000-730.000	GAUGE TERM FOR TRAILER REPAIR/WI	PERFORMANCE AUTOMOTIVE	GAUGE TERM FOR TRAILER REPAIR/WIRING RE	37.54	104391
582-544.000-730.000	MIS BARREL CORE RET	PERFORMANCE AUTOMOTIVE	MIS BARREL CORE RET	(25.00)	104391
582-544.000-730.000	PM 50/50 BLEND	PERFORMANCE AUTOMOTIVE	PM 50/50 BLEND	12.29	104391
582-544.000-730.000	SPIN-ON LUBE FLT/10W30 MOBIL	PERFORMANCE AUTOMOTIVE	SPIN-ON LUBE FLT/10W30 MOBIL	17.09	104391

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Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-730.000	BACKHOE HOSE OB BACKHOE ARM	PERFORMANCE AUTOMOTIVE	BACKHOE HOSE OB BACKHOE ARM	103.54	104391
582-544.000-730.000	50/50 BLEND	PERFORMANCE AUTOMOTIVE	50/50 BLEND	12.29	104391
582-544.000-801.000	INSPECTION FOR POWER PLANT & WWT	BISBEE INFRARED	INSPECTION FOR POWER PLANT & WWTP	325.00	104332
582-544.000-801.300	TREE TRIMMING W/E 07/09/2022	WRIGHT TREE SERVICE	TREE TRIMMING W/E 07/09/2022	4,617.90	104424
582-544.000-801.300	TREE TRIMMING W/E 07/16/2022	WRIGHT TREE SERVICE	TREE TRIMMING W/E 07/16/2022	1,154.24	104424
Total For Dept 544.000 DISTRIBUTION				7,169.21	
Total For Fund 582 ELECTRIC FUND				1,124,818.34	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-726.000	HANGING WALL FILE FOR DART	AMAZON CAPITAL SERVICES, I	HANGING WALL FILE FOR DART	18.99	104320
588-596.000-726.000	DART TAPE, BELT CUTTERS, WALL FI	AMAZON CAPITAL SERVICES, I	DART OFFICE SUPPLIES, JUMP BOX, FERTILI	123.24	104320
588-596.000-726.000	WATER - DIAL-A-RIDE	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	14.25	104363
588-596.000-801.000	DART #62 COIL ON PLUG, SUPPRESSO	PHAT JAXX AUTOMOTIVE	DART #62 COIL ON PLUG, SUPPRESSOR SPARF	765.88	104393
588-596.000-801.000	MATS - DIAL-A-RIDE	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DAF	29.20	104412
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR	- MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	42.49	299
588-596.000-930.000	3.5QT PAIL FOR DART	GELZER & SON INC	3.5QT PAIL FOR DART	8.99	104356
588-596.000-930.000	DART DRYWALL REPAIR MATERIAL	JONESVILLE LUMBER	DART DRYWALL REPAIR MATERIAL	109.15	104372
588-596.000-955.588	DRUG SCREENS - C. COX	HILLSDALE HOSPITAL	DRUG SCREENS	57.00	104366
Total For Dept 596.000 DIAL-A-RIDE				1,169.19	
Total For Fund 588 DIAL A RIDE				1,169.19	
Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-726.000	TONER CARTRIDGE REPLACEMENT	AMAZON CAPITAL SERVICES, I	TONER CARTRIDGE REPLACEMENT	11.49	104320
590-175.000-726.000	FIRST AID SUPPLIES WATER/WASTEWA	CINTAS CORPORATION	FIRST AID SUPPLIES WATER/WASTEWATER	168.34	104337
590-175.000-726.000	FILE POCKETS, SCISSORS	CURRENT OFFICE SOLUTIONS	FILE POCKETS, SCISSORS	11.82	104341
590-175.000-726.000	KITCHEN ROLL TOWELS/TOILET PAPER	KSS ENTERPRISES	KITCHEN ROLL TOWELS/TOILET PAPER	71.97	104377
590-175.000-726.000	DISTILLED WATER AT WWTP	RUPERT'S CULLIGAN	DISTILLED WATER AT WWTP	27.00	104400
590-175.000-726.000	VEHICLE VINYL STICKERS	STOCKHOUSE CORPORATION	VEHICLE VINYL STICKERS	22.50	104408
590-175.000-801.000	CONTRACTUAL SERVICES	BAXTER LAWN AND SNOW SERVI	MOW/TRIM SUBSTATIONS JUNE 2022	415.00	104326
590-175.000-801.000	DRUG SCREENS - J. MCCLELLAN	HILLSDALE HOSPITAL	DRUG SCREENS	12.50	104366
590-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	COMMISSION PAID ON COLLECTIONS FOR JUNE	35.01	104389
590-175.000-801.000	LEASE COVERAGE FROM 08/18/2022 -	QUADIENT LEASING USA, INC	LEASE COVERAGE FROM 08/18/2022 - 11/17/	117.04	104396
590-175.000-801.000	ACCOUNTING SERVICES	THE WOODHILL GROUP	ACCOUNT SERVICES	1,096.09	104411
590-175.000-802.000	AUTOCAD MAP 3D LICENSE GIS TECH	DLT SOLUTIONS, LLC	AUTOCAD MAP 3D LICENSE GIS TECH	457.50	104344
590-175.000-802.000	ANNUAL ESRI MAPPING SOFTWARE LIC	ENVIRONMENTAL SYSTEMS RESF	ANNUAL ESRI MAPPING SOFTWARE LICENSE	2,500.00	104350
590-175.000-810.000	ANNUAL MEMBERSHIP FEE	AMAZON CAPITAL SERVICES, I	ANNUAL MEMBERSHIP FEE	22.38	104320
590-175.000-850.000	TELEPHONE	AMAZON CAPITAL SERVICES, I	MITEL TELEPHONE HANDSET BPU	30.38	104320
Total For Dept 175.000 ADMINISTRATIVE SERVICES				4,999.02	
Dept 546.000 OPERATIONS					
590-546.000-801.000	INSPECTION FOR POWER PLANT & WWT	BISBEE INFRARED	INSPECTION FOR POWER PLANT & WWTP	100.00	104332
Total For Dept 546.000 OPERATIONS				100.00	
Dept 547.000 TREATMENT					
590-547.000-726.900	GT NOZZLE ADJ HD METAL/MORTON PE	FAMILY FARM & HOME	GT NOZZLE ADJ HD METAL/MORTON PELLETS	75.92	104352
590-547.000-726.900	WP2001 GAMMA IRRAD COLILERT 100M	IDEXX LABORATORIES	WP2001 GAMMA IRRAD COLILERT 100ML 200 I	1,188.67	104370
590-547.000-726.900	WV120SBST-200, VESSELS W/ST & SB	IDEXX LABORATORIES	WV120SBST-200, VESSELS W/ST & SB, 200PF	179.33	104370
590-547.000-726.900	PUMP/AMMONIA REAGENT	USABLUEBOOK	PUMP/AMMONIA REAGENT	546.86	104415
590-547.000-726.900	AMMONIA X 2	USABLUEBOOK	AMMONIA X 2	174.64	104415

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Fund 590 SEWER FUND					
Dept 547.000 TREATMENT					
590-547.000-801.000	CHRONIC TOXICITY TEST	GLOBAL ENVIRONMENTAL CONS	CHRONIC TOXICITY TEST	800.00	104359
590-547.000-801.000	ACT QUARTERLY	MERIT LABORATORIES	ACT QUARTERLY	478.00	104384
590-547.000-801.000	WSSN#03170 LEAD & COPPER SAMPLES	MERIT LABORATORIES	WSSN#03170 LEAD & COPPER SAMPLES	304.00	104384
590-547.000-801.000	MONTHLY SAMPLES	MERIT LABORATORIES	MONTHLY SAMPLES	99.00	104384
590-547.000-801.000	MONTHLY L.L. HG	MERIT LABORATORIES	MONTHLY L.L. HG	450.00	104384
590-547.000-801.000	BEF COMPLIANCE	MERIT LABORATORIES	BEF COMPLIANCE	3,129.00	104384
590-547.000-801.000	BOB EVANS QUARTERLY	MERIT LABORATORIES	BOB EVANS QUARTERLY	204.00	104384
590-547.000-930.000	11/4 GALV COMP COUPLING	AMERICAN COPPER AND BRASS,	11/4 GALV COMP COUPLING	62.52	104321
590-547.000-930.000	10 FT GREEN 1 5/8 X 1 5/8 12GA	AMERICAN COPPER AND BRASS,	10 FT GREEN 1 5/8 X 1 5/8 12GA	80.20	104321
590-547.000-930.000	20 X 25 X 4 MERV8/20 X 25 X 2 ME	AMERICAN COPPER AND BRASS,	20 X 25 X 4 MERV8/20 X 25 X 2 MERV8	387.04	104321
590-547.000-930.000	LIGHTED CORD	GELZER & SON INC	LIGHTED CORD	39.99	104356
590-547.000-930.900	QUAD RING/SURCHARGE	USABLUBOOK	QUAD RING/SURCHARGE	5.54	104415
Total For Dept 547.000 TREATMENT				8,204.71	
Total For Fund 590 SEWER FUND				13,303.73	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-213010	UTILITY POTHOLING 06/01/2022 - 0	ALLEGHENY UTILITY SOLUTION	UTILITY POTHOLING 06/01/2022 - 06/30/20	18,700.00	104319
Total For Dept 000.000				18,700.00	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	TONER CARTRIDGE REPLACEMENT	AMAZON CAPITAL SERVICES, I	TONER CARTRIDGE REPLACEMENT	11.49	104320
591-175.000-726.000	FIRST AID SUPPLIES WATER/WASTEWATER	CINTAS CORPORATION	FIRST AID SUPPLIES WATER/WASTEWATER	168.33	104337
591-175.000-726.000	FILE POCKETS, SCISSORS	CURRENT OFFICE SOLUTIONS	FILE POCKETS, SCISSORS	11.82	104341
591-175.000-726.000	KITCHEN ROLL TOWELS/TOILET PAPER	KSS ENTERPRISES	KITCHEN ROLL TOWELS/TOILET PAPER	71.97	104377
591-175.000-726.000	VEHICLE VINYL STICKERS	STOCKHOUSE CORPORATION	VEHICLE VINYL STICKERS	22.50	104408
591-175.000-801.000	CONTRACTUAL SERVICES	BAXTER LAWN AND SNOW SERV	MOW/TRIM SUBSTATIONS JUNE 2022	415.00	104326
591-175.000-801.000	DRUG SCREENS - J. MCCLELLAN	HILLSDALE HOSPITAL	DRUG SCREENS	12.50	104366
591-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	COMMISSION PAID ON COLLECTIONS FOR JUNE	35.01	104389
591-175.000-801.000	LEASE COVERAGE FROM 08/18/2022 -	QUADIANT LEASING USA, INC	LEASE COVERAGE FROM 08/18/2022 - 11/17/	117.03	104396
591-175.000-801.000	ACCOUNTING SERVICES	THE WOODHILL GROUP	ACCOUNT SERVICES	1,096.09	104411
591-175.000-802.000	AUTOCAD MAP 3D LICENSE GIS TECH	DLT SOLUTIONS, LLC	AUTOCAD MAP 3D LICENSE GIS TECH	457.51	104344
591-175.000-802.000	ANNUAL ESRI MAPPING SOFTWARE LIC	ENVIRONMENTAL SYSTEMS RESE	ANNUAL ESRI MAPPING SOFTWARE LICENSE	2,500.00	104350
591-175.000-810.000	ANNUAL MEMBERSHIP FEE	AMAZON CAPITAL SERVICES, I	ANNUAL MEMBERSHIP FEE	22.37	104320
591-175.000-850.000	TELEPHONE	AMAZON CAPITAL SERVICES, I	MITEL TELEPHONE HANDSET BPU	30.37	104320
Total For Dept 175.000 ADMINISTRATIVE SERVICES				4,971.99	
Dept 544.000 DISTRIBUTION					
591-544.000-801.000	INSPECTION FOR POWER PLANT & WWT	BISBEE INFRARED	INSPECTION FOR POWER PLANT & WWTP	100.00	104332
591-544.000-801.000-213011	UTILITY POTHOLING 06/01/2022 - 0	ALLEGHENY UTILITY SOLUTION	UTILITY POTHOLING 06/01/2022 - 06/30/20	20,010.00	104319
591-544.000-801.000-213011	PEASTONE	DRY MAR TRUCKING & DIRTWO	PEASTONE	690.25	104345
591-544.000-801.000-213011	PEASTONE	DRY MAR TRUCKING & DIRTWO	PEASTONE	745.25	104345
591-544.000-930.000	REPAIRS & MAINTENANCE	AMAZON CAPITAL SERVICES, I	DEHUMIDIFIER/HOLE SAW	23.10	104320
591-544.000-930.000	11/4 PVC COMP COUPLING	AMERICAN COPPER AND BRASS,	11/4 PVC COMP COUPLING	11.90	104321
591-544.000-930.000	2 COUPLING PVC SCH80 X 4	AMERICAN COPPER AND BRASS,	2 COUPLING PVC SCH80 X 4	28.08	104321
591-544.000-930.000	LF 5/8 X 1 ADAPTER FEM SP X CTS	FERGUSON WOLSELEY CO	LF 5/8 X 1 ADAPTER FEM SP X CTS Q	288.00	104353
591-544.000-930.000	TAPERED HANDLE/FLOOR SQUEEGEE	GELZER & SON INC	TAPERED HANDLE/FLOOR SQUEEGEE	40.98	104356
591-544.000-930.000	COPPERHORN X 3/SHIPPING	SLC METER LLC	COPPERHORN X 3/SHIPPING	318.32	104402
591-544.000-930.000	WALCHEM EHE SERIES PUMP	USABLUBOOK	WALCHEM EHE SERIES PUMP	3,029.44	104415
Total For Dept 544.000 DISTRIBUTION				25,285.32	
Dept 545.000 PURIFICATION					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 07/28/2022 - 07/28/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 545.000 PURIFICATION					
591-545.000-727.100	SUPPLIES - POTASSIUM PERMAGANATE	ELHORN	POTASSIUM PERMANGANATE	5,442.00	104347
591-545.000-727.200	EMD 00 YL 36 5 GAL 57 IB/PAIL/FR	ENVIRONMENTAL MANAGEMENT	EMD 00 YL 36 5 GAL 57 IB/PAIL/FREIGHT	105.70	104349
591-545.000-727.200	SOD HYPO 12.5% LIQUICHLOR	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR	3,374.79	104413
591-545.000-930.000	REPAIRS & MAINTENANCE	AMAZON CAPITAL SERVICES, I	DEHUMIDIFIER/HOLE SAW	2,405.16	104320
591-545.000-930.000	9/16 3/8 DR. SKT	PERFORMANCE AUTOMOTIVE	9/16 3/8 DR. SKT	5.19	104391
Total For Dept 545.000 PURIFICATION				11,332.84	
Total For Fund 591 WATER FUND				60,290.15	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	GRAVEL - 22A	DRY MAR TRUCKING & DIRTWOF	27.3 TONS 22A	791.70	104345
Total For Dept 000.000				791.70	
Total For Fund 633 PUBLIC SERVICES INV. FUND				791.70	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	JUMP BOX	AMAZON CAPITAL SERVICES, I	DART OFFICE SUPPLIES, JUMP BOX, FERTILI	408.29	104320
640-443.000-726.000	STOCK BATTERY PROTECTOR & CLEANER	PERFORMANCE AUTOMOTIVE	STOCK BATTERY PROTECTOR & CLEANER	17.58	104391
640-443.000-730.000	REGULATOR FOR TRACTOR #54	AMAZON CAPITAL SERVICES, I	OFFICE SUPPLIES, LEVEL, AND REGULATOR F	24.69	104320
640-443.000-730.000	PROPANE FOR MECHANIC SHOP	BAKER'S GAS & WELDING SUPE	PROPANE FOR MECHANIC SHOP	20.09	104323
640-443.000-730.000	SEALS FOR TRACTOR #54	GREENMARK EQUIPMENT	SEALS FOR TRACTOR #54	26.63	104360
640-443.000-730.000	STOCK SPRING BRAKE	JACKSON TRUCK SERVICE INC	STOCK SPRING BRAKE	149.94	104371
640-443.000-730.000	STOCK 8" LAMP KIT	JACKSON TRUCK SERVICE INC	STOCK 8" LAMP KIT	24.96	104371
640-443.000-730.000	STOCK FUEL SPIN-ONS AND ENDURACU	JACKSON TRUCK SERVICE INC	STOCK FUEL SPIN-ONS AND ENDURACUBE AIR	205.15	104371
640-443.000-730.000	STOCK FEDERAL INSPECTION FORMS/L	JACKSON TRUCK SERVICE INC	STOCK FEDERAL INSPECTION FORMS/LABELS	17.28	104371
640-443.000-730.000	STOCK OVAL AIR ELEMENT	JACKSON TRUCK SERVICE INC	STOCK OVAL AIR ELEMENT	45.74	104371
640-443.000-730.000	STOCK BUEL/WATER SEPARATOR W/ OP	JACKSON TRUCK SERVICE INC	STOCK BUEL/WATER SEPARATOR W/ OPEN, DB	210.20	104371
640-443.000-730.000	STOCK FILTER	PERFORMANCE AUTOMOTIVE	STOCK FILTER	40.20	104391
640-443.000-730.000	CORE CHARGE	PERFORMANCE AUTOMOTIVE	BPU #20 (WALLY) BATTERY, CABLE END, SOI	172.87	104391
640-443.000-730.000	BPU 39-02 OIL FILTER	PERFORMANCE AUTOMOTIVE	BPU 39-02 OIL FILTER	8.76	104391
640-443.000-730.000	CORE CHARGE	PERFORMANCE AUTOMOTIVE	STOCK OIL FILTERS	17.47	104391
640-443.000-730.000	MIRROR ADHESIVE FOR TRUCK #1	PERFORMANCE AUTOMOTIVE	MIRROR ADHESIVE FOR TRUCK #1	3.29	104391
640-443.000-730.000	BPU 39-02 OIL FILTER, FUEL FILTE	PERFORMANCE AUTOMOTIVE	BPU 39-02 OIL FILTER, FUEL FILTER, AIR	157.25	104391
640-443.000-730.000	BPU 39-15 FILTER & OIL	PERFORMANCE AUTOMOTIVE	BPU 39-15 FILTER & OIL	70.71	104391
640-443.000-730.000	TRUCK #11 OIL & FILTER	PERFORMANCE AUTOMOTIVE	TRUCK #11 OIL & FILTER	49.39	104391
640-443.000-730.000	STOCK FILTER	PERFORMANCE AUTOMOTIVE	STOCK FILTER	72.89	104391
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	6.69	104412
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	6.69	104412
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	21.32	104412
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPE	21.32	104412
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	43.76	298
640-443.000-955.441	L. LEDYARD SAFETY GEAR	POWERS CLOTHING, INC.	L. LEDYARD SAFETY GEAR	250.00	104395
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				2,093.16	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				2,093.16	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	(2) ETHERNET ADAPATERS FOR TABLE	AMAZON CAPITAL SERVICES, I	(2) USB C ETHERNET ADAPTERS & (1) RUGGE	78.17	104320
663-336.000-970.000	EMERG EQUIP UNIT 2-8/22 EXPLORER	MID MICH EMERGENCY EQUIPME	EMERGENCY EQUIPMENT INSTALLED INTERIOR/	4,913.00	104401
Total For Dept 336.000 FIRE DEPARTMENT				4,991.17	

07/28/2022 01:31 PM
User: RCLARK
DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				<u>4,991.17</u>	

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

Fund 101 GENERAL FUND	29,223.18
Fund 202 MAJOR ST./TRUNK	57,807.51
Fund 203 LOCAL ST. FUND	11,859.46
Fund 208 RECREATION FUNI	6,467.49
Fund 244 ECONOMIC DEVELC	100.00
Fund 271 LIBRARY FUND	7,577.19
Fund 287 ARPA GRANT FUNI	8,910.87
Fund 408 FIELDS OF DREAM	14.97
Fund 582 ELECTRIC FUND	1,124,818.34
Fund 588 DIAL A RIDE	1,169.19
Fund 590 SEWER FUND	13,303.73
Fund 591 WATER FUND	60,290.15
Fund 633 PUBLIC SERVICES	791.70
Fund 640 REVOLVING MOBII	2,093.16
Fund 663 FIRE VEHICLE &	4,991.17

Total For All Funds:	<u>1,329,418.11</u>
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CITY COUNCIL MINUTES

City of Hillsdale
August 1, 2022
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Adam Stockford opened the meeting with the Pledge of Allegiance.

Roll Call

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

Council Members present: Adam Stockford, Mayor
R Greg Stuchell, Ward 1
Anthony Vear, Ward 1
Cynthia Pratt, Ward 2
Bruce Sharp, Ward 3
Bill Zeiser, Ward 3
Raymond Briner, Ward 4
Robert Socha, Ward 4

Council Members absent: William Morrissey, Ward 2

Also Present: Attorney Tom Thompson, Katy Price (City Clerk), Jason Blake (DPS Director), Alan Beeker (Zoning Administrator), Penny Swan, Dennis Wainscott, Sheri Ingles, Doug Ingles, Lisa Wallace, Kelly Mapes, Deb Connors, Robert Eichler.

Approval of Agenda

Motion by Council Member Socha, seconded by Council Member Vear to approve the agenda as presented.

By a voice vote, the motion passed unanimously.

Public Comment

None

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 14, 2022: \$500,954.55
 - 2. Payroll of July 21, 2022: \$186,408.32
- B. City Council Minutes of July 18, 2022
- C. TIFA Minutes of May 17, 2022
- D. Planning Commission Minutes of June 15, 2022
- E. TIFA Program Committee Minutes of June 28, 2022
- F. Election Commission Minutes of June 30, 2022 & July 14, 2022
- G. BPU Minutes of July 12, 2022
- H. July 2022 Board of Review Minutes
- I. Hillsdale College Freshman Convocation Street Use Agreement
- J. Hillsdale College Source Event Street Use Agreement
- K. Hillsdale College Welcome Party Street Use Agreement
- L. Hillsdale Co. Community Foundation Request to Block Parking Spaces
- M. Pub N Grub Request for Street Closure and Noise Variance End of Summer Event
- N. Farmers Market Street Closure Agreement and Ratification of Signatures
- O. Annual Bow Hunt within City Limits
- P. BPU WWTP Influent Pump
- Q. BPU WWTP Tertiary Pump

Motion by Council Member Socha, seconded by Council Member Vear to approve the consent agenda as presented.

Roll call:

Council Member Stuchell	Aye
Council Member Vear	Aye
Mayor Stockford	Aye
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Council Member Socha	Aye
Council Member Briner	Aye

Motion passed 8-0

Communications/Petitions

- A. Hillsdale Train Event
- B. BPU Round Up Program

Community Action Agency representatives reported on qualifications about their programs and the BPU Round up Program stats from the past few years.

Additional comments were made by Council.

All items presented for the purpose of information only.

Introduction and Adoption of Ordinances/Public Hearings

None

Old Business

- A. Sale of the City’s Solid Waste Transfer Station

City Manager Mackie reported as discussed during the May 16, 2022 and the June 6, 2022 City Council meetings, Modern Waste Systems approached the City about purchasing the Transfer Station at 425 Carleton Road. The purchase price for the facility is \$875,000. On June 6, 2022 the City Council voted in favor of the sale pending review and approval of the final agreements.

Modern Waste Systems representative reviewed the agreement and future development with Council.

Council discussion ensued.

Motion by Council Member Sharp, seconded by Council Member Socha to approve the sale agreement for the Transfer Station facility to Modern Waste Systems in the amount of \$875,000.00.

Roll call:

Council Member Stuchell	Aye
Council Member Vear	Aye
Mayor Stockford	Aye
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Council Member Socha	Aye
Council Member Briner	Aye

Motion passed 8-0

New Business

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

Alan Beeker, Zoning Administrator reviewed that in order to certify properties as abandoned, Council must pass a resolution (annually) by October 1st. Once a resolution is passed, staff can identify and inspect properties suspected of being abandoned. Abandoned properties could be posted and notice sent to the recorded owner before February 1st that the tax forfeiture and foreclosure process will be accelerated if the taxes are returned to the county treasurer as delinquent as of March 1st. In order to avoid the accelerated foreclosure, the owner could either pay the outstanding taxes, penalties, interest & fees or file an affidavit stating that the property is not abandoned.

Motion by Council Member Sharp, seconded by Council Member Briner to certify abandoned property for accelerated tax forfeiture and foreclosure. **Resolution #3511.**

By a voice vote, the motion passed unanimously.

B. Set Public Hearing to Declare a Public Nuisance- 36 Howder St.

Alan Beeker, Zoning Administrator reviewed the property located at 36 Howder St. has been cited for multiple International Property Maintenance Code (IPMC) violations since 1997. The prior owner had received a Neighborhood Enhancement Program Grant (NEP) to help offset the costs of a new roof. In June of 2021, the property was purchased from the estate by the current owner. At that time, the new owner was informed of the multiple outstanding violations on the property and was offered an opportunity to receive the same grant as the previous owner. These violations included potential structural issues stemming from the roof having leaked for multiple years. The new owner was also informed that no one would be permitted to occupy the structure as a dwelling until the violations had been corrected and a Use & Occupancy permit had been acquired. In December of 2021, it was brought to the attention of the code official that the new owner had moved into the structure prior to the previous requirements. The owner was notified in January of 2022 that she would be required to vacate the structure and correct the violations prior to moving back in. In March 2022, a District Court judgement was ordered that the owner had 60 days to bring the property into compliance or vacate until such time as the property complied. The owner has missed the court ordered deadline and still resides at the property located at 36 Howder. It was determined that in consideration of the number of violations and the failure to comply with the court judgement, the property located at 36 Howder St. should be declared unsafe for human habitation.

Motion by Council Member Stuchell, seconded by Council Member Sharp to set the public hearing for August 15, 2022 at 7:00 p.m. to declare 36 Howder St a public nuisance.

Roll call:

Council Member Stuchell	Aye
Council Member Vear	Aye
Mayor Stockford	Aye
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Council Member Socha	Aye
Council Member Briner	Aye

Motion passed 8-0

C. 2022 Major and Local Street Projects

City Manager Mackie stated the Public Sanitary Sewer System Improvements: Improvements including but not limited to 1) all items listed in the FYE 2023 Sewer Capital Projects list as approved by the BPU and City Council during the city’s budgeting process; 2) All required sanitary sewer work proposed as part of the road and utility project on the following streets: Westwood Drive from Spring Street to Sumac Drive, Sumac Drive from Westwood Drive to Bacon Street, Picardy Place Full extent, Azalea Court Full extent, Corona Circle Full extent, Scenic Drive Full extent, Westwood Street from Cold Springs Circle to Lewis Street, Cold Springs Circle Full extent, Highland Avenue from Westwood Street to Bacon Street, Glendale Avenue Westwood Street to Bacon Street; 3) all items of work as described in the city’s CBDG Grant submittal.

Public Water System Improvements: Improvements including but not limited to 1) all items listed in the FYE 2023 Water Capital Projects list as approved by the BPU and City Council during the city’s budgeting process; 2) All required water system work proposed as part of the road and utility project on the following streets: Westwood Drive from Spring Street to Sumac Drive, Sumac Drive from Westwood Drive to Bacon Street, Picardy Place Full extent, Azalea Court Full extent, Corona Circle Full extent, Scenic Drive Full extent, Westwood Street from Cold Springs Circle to Lewis Street, Cold Springs Circle Full extent, Highland Avenue from Westwood Street to Bacon Street, Glendale Avenue Westwood Street to Bacon Street; 3) all items of work as described in the city’s CBDG Grant submittal.

Street and Storm Sewer Improvements: Improvements including but not limited to all items of work identified in the project documents required for a reconstruction of the following streets: Westwood Drive from Spring Street to Sumac Drive, Sumac Drive from Westwood Drive to Bacon Street, Picardy Place Full extent, Azalea Court Full extent, Corona Circle Full extent, Scenic Drive Full extent, Westwood Street from Cold Springs Circle to Lewis Street, Cold Springs Circle Full extent, Highland Avenue from Westwood Street to Bacon Street, Glendale Avenue Westwood Street to Bacon Street.

Motion by Council Member Sharp, seconded by Council Member Pratt to approve Resolution to Acquire and Construct Capital Improvements, To Publish Notice of Intent to Issue Capital Improvement Bonds and to Declare Office Intent to Reimburse Expenditures with Bond Proceeds. **Resolution #3512.**

Roll call:

Council Member Stuchell	Aye
Council Member Vear	Aye
Mayor Stockford	Aye
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Zeiser	Aye
Council Member Socha	Aye
Council Member Briner	Aye

Motion passed 8-0

D. Downtown Social District – Discussion

Mayor Stockford led discussion on the interest expressed from local restaurant owners in creating a downtown social district. The governing body may designate a social district pursuant to MCL-436.1551 under the following conditions:

1. Designate a Social District that contains a commons area, as defined in MCL 436.1551(8)(a).
2. Establish local management and maintenance plans, including hours of operation, for a commons area.
3. Define and clearly mark with signs the designated commons area.
4. A governing body of a local government unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road.
5. The governing body shall maintain the commons area in a manner that protects the health and safety of the community.

6. The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least 1 public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act of the time and place of the public hearing before the public hearing.
7. The governing body shall file the designation or revocation of the Social District with the MLCC.

Further council discussion ensued.

No action taken.

Miscellaneous Reports

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

General Public Comment

Karla Adams, Ward 4, commented on the Council seat requirements pertaining to the Mayor's seat and candidate running for the seat. She inquired about the Social District and having alcohol downtown and also the Hope House. Thanked Communication Action Agency representatives for reporting the stats of the BPU Round up program.

Pastor Dennis Wainscott, 34 Garden St., asked Council and all to be in prayer for the Primary Election tomorrow.

Lisa Wallace, Moscow Twp, she announced her candidacy for Hillsdale County Road Commission and stated her background. She mentioned that Hillsdale County Residents deserve better roads. She will be on the ballot tomorrow.

Robert Eichler, Scipio Township, commented on homeless prevention. He is not in favor of the Senior Center proposal on the ballot or any tax increase. Thanked Mr. Socha for listening and spoke on Circuit Court potential new locations.

Doug Ingles, Hillsdale County Commissioner, commented on the Primary Election and asked everyone to get out and vote. He is excited and is looking forward to good results.

City Manager's Report

Internet meeting tomorrow morning at 8:00 a.m. in the Council Chambers.

Sound system equipment is ordered and hoping to install it in September/October.

Absentee Ballot totals for the Primary Election – Clerk Price issued 463 ballots and received 381.

Summer in the City event is Friday, August 5th in downtown Hillsdale. Stocks Park will be showing the last movie in the park afterwards.

Will Carleton Farm Festival on Saturday, August 6th from 10:00 a.m. to 3:00 p.m.

Fuel Sale totals from the Airport. Substantial increase from last year at this time.

Council Comments

Council Member Briner commented on the Rotary Fly in breakfast and the Fly in event at the Airport.

Mayor Stockford shared summer in the City is Friday from 4:00 p.m. – 8:00 p.m.

Council Member Sharp asked residents to support the Farmer's Market downtown on Saturdays.

Council Member Socha stated that there is a really nice facility at the Halter Shooting Center be its

well-known worldwide.

Adjournment

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

By a voice vote, the motion passed unanimously. The meeting adjourned at 8:05 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: Consent

SUBJECT: Here's to You Pub & Grub Street Closure Agreement – End of Summer Street Party

BACKGROUND: Michelle Loren, Recreation Director

Kevin Conant, owner of Here's to You Pub & Grub, submitted a ROW permit application requesting the closure of North Street between Howell St. and just east of the Alleyway between the hours of 7:00 a.m. on Saturday, August 20, 2022 and 11:00 a.m. on Sunday, August 21, 2022 in order to extend his service area for an End of Summer Street Dance.

Council approved a noise variance and TCO No. 2022-25 at the August 1, 2022 meeting.

RECOMMENDATION:

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

AGREEMENT FOR USE OF STREET
Here's to You Pub & Grub North Street Closure
End of Summer Street Party
August 20, 2022

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Skin of My Teeth, LLC, DBA Here's to You Pub & Grub, 45 North Street, Hillsdale Michigan.

Preamble

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

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

Here's to You Pub & Grub desires to sponsor and promote an event that is open to members of the general public at which live music, food and alcoholic drink will be served as an extension of its interior dining and entertainment venue. This will require the closing of North Street between Howell Street and just east of Alleyway to all traffic and there will be no parking on either side from 7:00 a.m. on Saturday, August 20, 2022 until 11:00 a.m. Sunday, August 21, 2022. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

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

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

Agreement

1. In consideration of and reliance on Here's to You Pub & Grub's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to

allow Here's to You Pub & Grub to hold its planned activity as described in the foregoing Preamble, and to close and use the street that is located at North Street and just east of Alleyway. Among other things, it is agreed that:

- A. The described street shall be closed to motor vehicle traffic between 7:00 a.m. on Saturday, August 20, 2022 and 11:00 a.m. Sunday, August 21, 2022 pursuant to Traffic Control Order No. 2022-25 approved by City Council on August 1, 2022.
 - B. Here's to You Pub & Grub shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described street as shown on the attached Exhibit A, so as to close off the street to motor vehicle traffic between 7:00 a.m. on Saturday, August 20, 2022 and 11:00 a.m. Sunday August 21, 2022.
 - C. Between the hours of 7:00 a.m. on Saturday, August 20, 2022 and 11:00 a.m. Sunday, August 21, 2022, Here's to You Pub & Grub may exclusively use the described street for the purpose of transporting, erecting, installing and removing equipment, signs, tables, chairs, food, beverages, provisions, supplies, goods, and other facilities as are reasonably required to conduct the proposed event and related activities.
 - D. Between the hours of 7:00 a.m. on Saturday, August 20, 2022 and 11:00 a.m. Sunday August 21, 2022, Here's to You Pub & Grub may use the described street in connection with its above described planned activities.
 - E. Here's to You Pub & Grub shall cause all food and drink service, other entertainment and all activities of any kind related to its planned activities on the referenced street to cease on or before 11:30 p.m. on Saturday, August 20, 2022.
 - F. Subject to and in accordance with the following provisions of this agreement, Here's to You Pub & Grub shall remove all barricades from the ends of the described street, open the street to public travel, and completely restore the street to a condition that is at least as good as when taken no later than 11:00 a.m. on Sunday, August 21, 2022.
2. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
3. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
4. Following the conclusion of the event, Here's to You Pub & Grub agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
- A. Immediately after 11:00 a.m. on Sunday, August 21 2022, Here's to You Pub & Grub shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described street and open the street to vehicular traffic.

- B. Upon receiving such permission, but not before, Here's to You Pub & Grub shall remove the barricades and open the street to public travel and vehicular traffic. When the barricades are removed, Here's to You Pub & Grub shall place them out of the main traveled portion of the street until they are returned to the City; provided that Here's to You Pub & Grub shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Monday, August 22, 2022.
- C. Prior to 11:00 a.m. on Sunday, August 21, 2022, Here's to You Pub & Grub shall at its sole expense remove or cause the removal and proper disposal of all equipment, signs, tables chairs, trash, garbage, litter and other items from the street and surrounding environs, restore the street to at least as good condition as when taken.
5. Here's to You Pub & Grub acknowledges that there are no public restroom facilities at the site. Accordingly, Here's to You Pub & Grub represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.
6. Here's to You Pub & Grub agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described street.
7. Here's to You Pub & Grub agrees that it shall not permit any public way other than the described street to be blocked or obstructed. Further, Here's to You Pub & Grub agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the above-described street.
8. Here's to You Pub & Grub agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.
9. Here's to You Pub & Grub represents that it is the assumed name of the valid Michigan Limited Liability Company, The Skin Of My Teeth, LLC, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.
10. Here's to You Pub & Grub further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.
11. Here's to You Pub & Grub shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to the City and limits of liability of not less than a single limit of Five Hundred Thousand and 11/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of Here's to You Pub & Grub's presence on and use of the above-described street through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

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

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

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

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of Here's to You Pub & Grub, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the street or event area;

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

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

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

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

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

Provided, however, that Here's to You Pub & Grub's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of Here's to You Pub & Grub by ordinary first class mail or personal service at the following address:

17. All notices from Here's to You Pub & Grub to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

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

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

CITY OF HILLSDALE

HERE'S TO YOU PUB & GRUB

Adam Stockford, Mayor
City of Hillsdale

Kevin Conant, Owner/Operator
By The Skin Of My Teeth, LLC

Dated: August ____, 2022

Dated: August ____, 2022

Katy Price, Clerk
City of Hillsdale

Dated: August ____, 2022

Received by Karen Price
 Date 07/21/22
 Amount Rec'd _____
 Check # _____
 Permit # 4064



RECEIVED

JUL 21 2022

**CITY OF HILLSDALE
 CITY CLERK'S OFFICE**

CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the
 Permit on-site

Here's to You Pub & Grub
 Applicant's Name Date

45 North St.
 Mailing Address

Hillsdale, MI 49242
 City State Zip Code

517-437-4002
 Telephone Number

Contractor's Name _____ Date _____
 Mailing Address _____
 City State Zip Code _____
 Telephone Number _____

DESCRIPTION OF WORK OR USE: Closing down section of North St. for end of summer street party. (live music, food)

LOCATION: (Drawing to be provided)

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Barricades & road closure signs @ corner of North St & Howell St. @ North St & alley behind Keeler Hotel.

TIME PERIOD: 8:00pm 7am until 8:00am 11am.

COMMENCING DATE: _____ TIME: _____ ENDING DATE: _____ TIME: _____

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

3/1/15
SS/15/PO

Recommendation for Issuance

Approved Denied

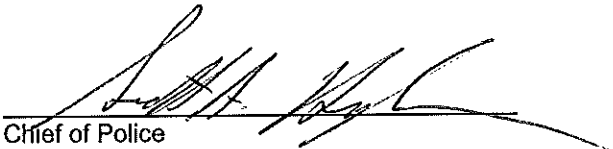
Director Comments:

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.**

Staff Use Only

Recommendation for Issuance

Approved Denied

Director Comments:

Garon Blake 7-25-22
Director, Department of Public Services

Applicant shall arrange to pickup, erect and tear down all Michigan Manual of Uniform Traffic Control (MMUTCD) compliant temporary traffic control (TTC) per attached map. All TTC devices shall be erected on hour prior to start of event and torn down promptly upon completion of event. To ensure pedestrian safety, signs shall not protrude on to sidewalk surfaces or crosswalks. Applicant shall return all TTC devices to DPS facility on Monday, August 22, 2022. Applicant shall maintain all TTC devices in full compliance with the MMUTCD for full duration of event. Applicant shall coordinate with activities around current construction of -

Recommendation for Issuance

Approved Denied

Chief of Police Comments:

Chief of Police

- Keefer Project.

Bond Received \$ _____

Fee Received \$ 45

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

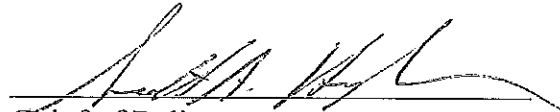
**INSPECTIONS MUST BE SCHEDULED
MINIMUM 2 HOURS PRIOR TO
COMMENCEMENT OF WORK.**

TRAFFIC CONTROL ORDER
2022-25

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

North St. between Howell St. and just east of Alleyway will be closed to all traffic and there shall be no parking on either side from 7:00 am on Saturday, August 20, 2022 to 11:00 am on Sunday, August 21, 2022 for an End of Summer Party at the Here's To You Pub & Grub restaurant.

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



Chief of Police

07/21/22
Date

Received for filing in the office of the City Clerk at 3:00 p.m. on the 21 day of July, 2022.

City Clerk

07/21/22
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

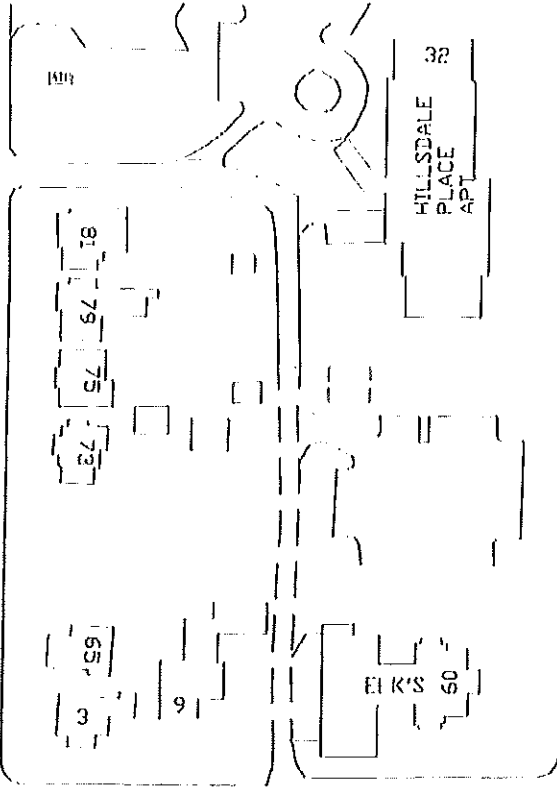
Katy B. Price, City Clerk

The City of
HILLSDALE
 Family • Tradition • Opportunity

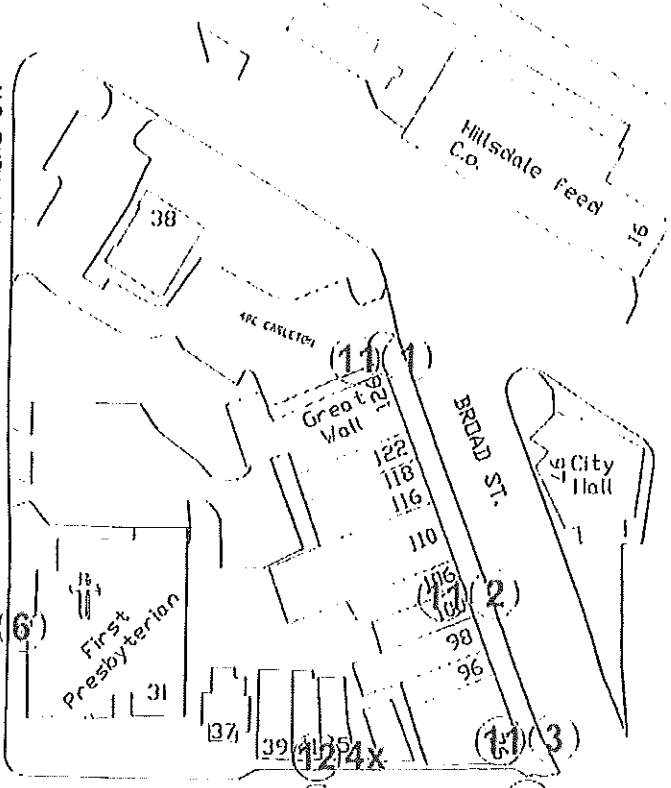
Traffic TTC		
Key	Code	Sign
1	W20-3	Road Closed Ahead
2	W20-2	Detour Ahead
3	M4-9 St	Detour Arrow
4	M4-9 Rt	Detour Arrow
5	M4-9 Lt	Detour Arrow
6	M4-8a	Detour Ends
7	R11-2	Road Closed
8	R11-4	Road Closed to Thru Traffic
9	M4-10 Rt	Detour (large)
10	M4-10 Lt	Detour (large)
11	D3-1	Street Name Plaque
12		High Intensity Type III Barricade
13		HIP Sawhorse Type I Barricade
14		Road Work Ahead
15		Right Lane Closed
16		Left Lane Closed
17		One Lane Road
18		Flagger Symbol
19		Be Prepared to Stop

Pedestrian TTC		
Key	Code	Sign
1	R9-11L	Sidewalk Closed Ahead - Cross Here Left
2	R9-11R	Sidewalk Closed Ahead - Cross Here Right
3		Sidewalk Closed Ahead
4	R9-9	Sidewalk Closed
5	M4-9bR	Detour Right Arrow
6	M4-9bL	Detour Left Arrow
7		Pedestrian Barricade

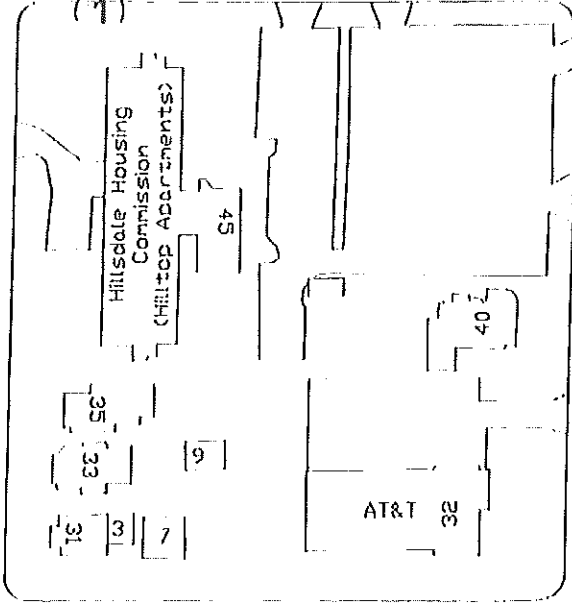
N WEST ST.



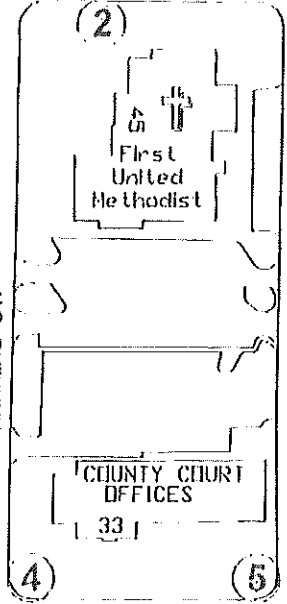
MANNING ST.



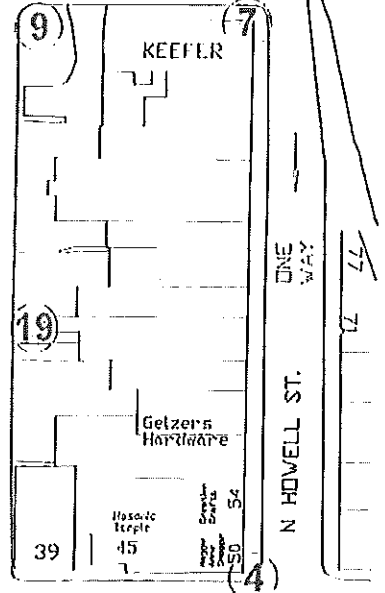
NORTH ST.



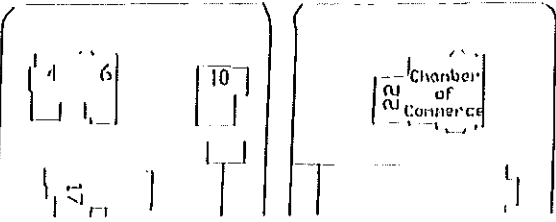
MANNING ST.



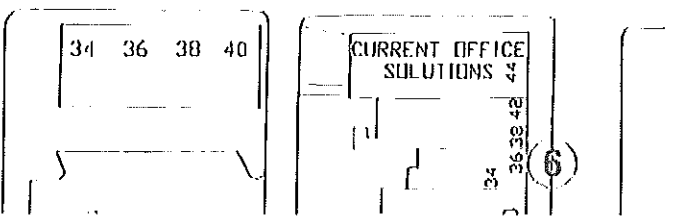
NORTH ST.



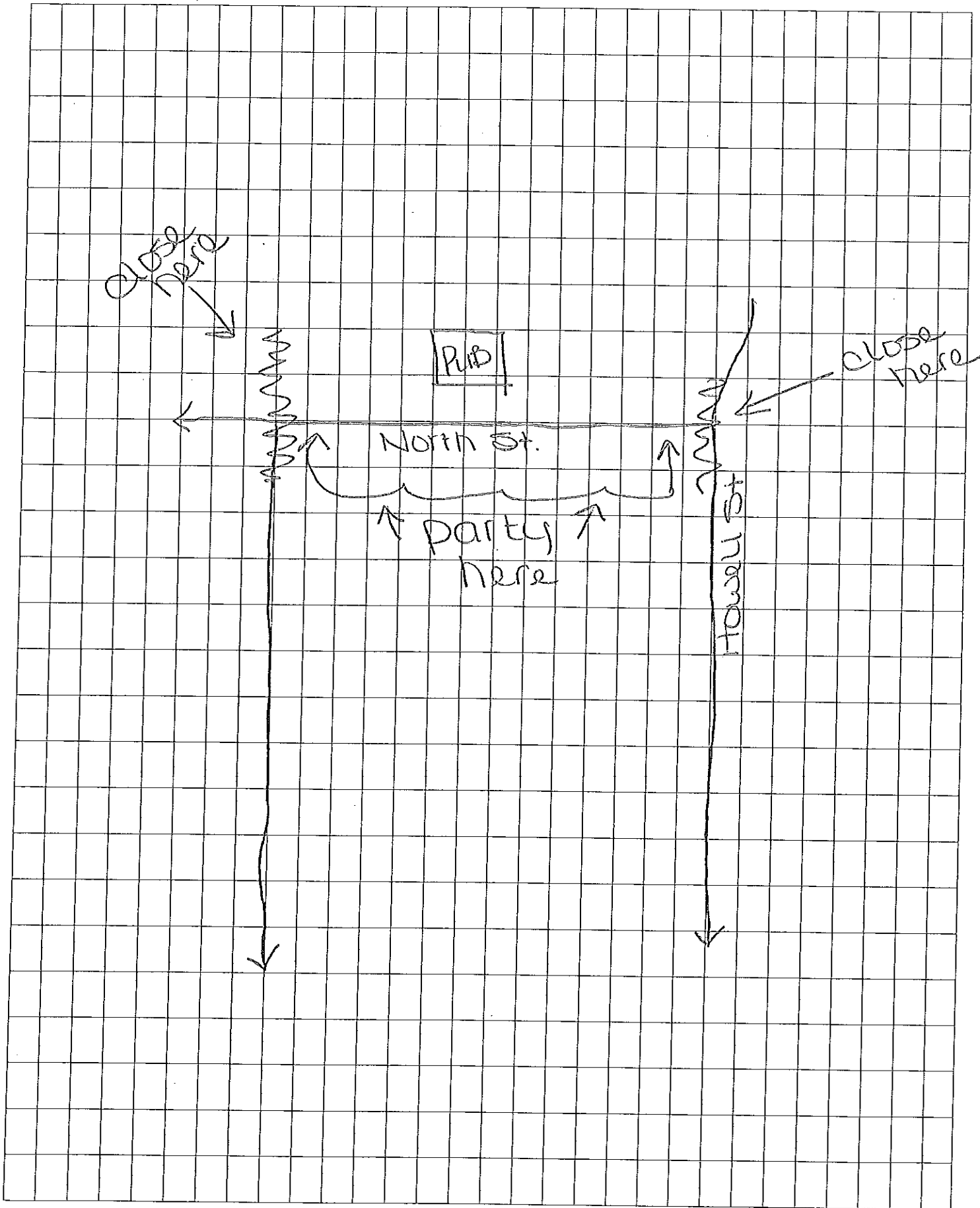
MC COLLUM ST.



MC COLLUM ST.



PROJECT PLAN (Attach additional sheets, as necessary)



CITY OF HILLSDALE

RULES AND REGULATIONS
PERMITS FOR OCCUPANCY OF AND WORK WITHIN STREET RIGHT-OF-WAYS

SECTION 1 – AUTHORITY

- A. These rules and regulations are promulgated pursuant to the provisions of Section 30-55 of Chapter 30 of the Hillsdale Municipal Code.

SECTION 2 – APPLICATION PROCEDURES

- A. Applicants for permits shall complete the permit form provided by the Department of Public Services and shall return the completed form to the **Public Services Building, 149 Waterworks Drive** or the **Clerk's Office, City Hall, 97 N. Broad Street**, together with such additional information which is required pursuant to Chapter 30 of the Hillsdale Municipal Code and these rules and regulations.
- B. Each application shall be reviewed by the Director of Public Services, or his designee, for compliance with the provisions of Chapter 30 and these rules and regulations. In addition, the following persons shall receive written notification that an application has been received and they shall be provided an opportunity to review the application prior to its approval: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director of Public Services, the application complies with the applicable provisions of Chapter 30 and these rules and regulations, then he shall notify the applicant that the application has been approved. If the application fails to comply with Chapter 30 and these rules and regulations, then the Director shall notify the applicant that the application has been denied. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.
- D. If an application is approved, the Director shall prepare the necessary permit and shall determine the amount of any fees which the applicant must pay. The permit and the statement of fees shall be delivered to the City Clerk.
- E. Upon payment of the fees as determined by the Director of Public Services, the City Clerk shall deliver the permit to the applicant and shall notify the Director of Public Services that the permit has been issued.

SECTION 3 – REQUEST TO COMMENCE WORK

- A. Any person, firm, or corporation to whom an annual blanket permit has been issued shall apply to the Director of Public Services for permission to commence work pursuant to the annual blanket permit by submitting a request to commence work on the forms provided by this purpose. Such request to commence work shall be submitted in accordance with applicable provisions of Chapter 30.
- B. Each request to commence work shall be reviewed by the Director of Public Services to determine its compliance with the provisions of Chapter 30, these rules and regulations, and the annual blanket permit. The Director shall notify the following persons and shall provide them an opportunity to comment upon the request to commence work: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director, the request to commence work is in compliance with the applicable provisions of Chapter 30, these rules and regulations, and the annual blanket permit, then he shall approve the request and notify the applicant of such approval. If the request is not in compliance, then the request shall be denied and the applicant shall have the opportunity to submit a request to commence work which is in compliance. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.

SECTION 4 – STREET CLOSINGS AND STREET OCCUPANCIES

- A. If an application or request to commence work approved pursuant to these rules and regulations requires the closing of a street to vehicular traffic, then the applicant shall notify the Chief of Police not less than twenty-four (24) hours prior to commencing the work which will necessitate the closing of the street of the dates and times when such street is required to be closed.
- B. Streets shall be closed only pursuant to directives issued by the Chief of Police in accordance with the provisions of the Uniform Traffic Code and shall be evidenced by temporary traffic control orders and/or by the Police Chief's endorsement on the permit, or, in the case of an annual blanket permit, on the request to commence work form.
- C. The Director may issue permits for the temporary occupancy or use of portions of the street right-of-way when such occupancy or use does not significantly impair the utilization of such right-of-way for vehicular or pedestrian traffic or when such occupancy or use is for a short duration. In reviewing applications for such permits, the Director shall consider the public safety and aesthetic considerations associated with such occupancy or use as well as the public benefit which such occupancy or use provides. If such occupancy or use involves a significant restriction on vehicular traffic, other than closing, the permit, or, in the case of an annual blanket permit, the request to commence work form, shall be endorsed by the Police Chief prior to issuance.

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: Consent

SUBJECT: Hillsdale County Farmers Market Street Closure Agreement and Ratification of Signatures

BACKGROUND: Michelle Loren, Recreation Director

Hillsdale County Farmers Market has submitted a Right of Way permit requesting the closure of McCollum Street between Howell Street and Broad Street on Saturdays beginning July 30, 2022 and continuing through October 29, 2022 between the hours of 8:00 a.m. and 1:30 pm. pursuant to TCO #2022-24. This closure has been requested due to the displacement of the Farmers Market in the County Court House parking lot as repairs are being done to the building.

Due to the short notice, an agreement was drafted and approved by the City Attorney for signature by the City Manager and the Hillsdale County Farmers Market President in order for the Market to proceed on Saturday, July 30, 2022.

RECOMMENDATION

I recommend Council approve the agreement and authorize ratification of signatures by the Mayor and Clerk.

**STREET CLOSURE AGREEMENT
Hillsdale County Farmers Market**

July 30, 2022 – October 29, 2022

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (“Hillsdale”) and Hillsdale County Farmers Market, 6280 Dewey Rd., 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 County Farmers Market desires to hold an event requiring the closure of McCollum Street between Howell Street and Broad Street for the purpose of its Farmers Market beginning on Saturday, July 30, 2022 and continuing each Saturday thereafter through October 29, 2022 with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

Hillsdale County Farmers Market 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 County Farmers Market 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 County Farmers Market to use the above mentioned streets as the site from which it may conduct its proposed events, and Hillsdale County Farmers Market has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Hillsdale County Farmers Market’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale County Farmers Market to use the following portions of its streets during specified periods on July 30, 2022 and continuing each Saturday thereafter through October 29, 2022, 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 McCollum Street between Howell Street and Broad Street beginning at 8:00 a.m. and ending at 1:30 p.m. on July 30, 2022 and continuing each Saturday thereafter through October 29, 2022, for the purpose of holding the Farmers Market.

2. Hillsdale further agrees that it shall temporarily close McCollum Street between Howell Street and Broad Street by Traffic Control Order 2022-24 passed by City Council on July 18, 2022 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement.

3. The Hillsdale County Farmers Market 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 between 8:00 a.m. and 1:30 p.m. on Saturday, July 30, 2022 and continuing each Saturday thereafter through October 29, 2022.

4. The Hillsdale County Farmers Market agrees that all Traffic Control Devices shall be compliant with the Michigan Manual of Uniform Traffic Control and shall be installed and maintained pursuant to the same.

5. Hillsdale County Farmers Market 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.

6. Hillsdale County Farmers Market 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 County Farmers Market shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades to block McCollum Street from the public's vehicular use. Hillsdale County Farmers Market's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

7. Hillsdale County Farmers Market further agrees that the removal of all equipment, barricades, signs, and other items from the McCollum Street closure 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 each Sunday following the Saturday events beginning July 30, 2022 and continuing each Saturday thereafter through October 29, 2022.

8. Hillsdale County Farmers Market 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 McCollum Street.

9. Hillsdale County Farmers Market agrees that it shall not permit any street other than the described portion of McCollum Street to be blocked or obstructed. Further, Hillsdale County Farmers Market agrees to and shall confine its proposed event activities solely to McCollum Street between Howell Street and Broad Street.

10. Hillsdale County Farmers Market 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 County Farmers Market'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.

11. Hillsdale County Farmers Market 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.

12. Hillsdale County Farmers Market 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.

13. Hillsdale County Farmers Market 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 Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale County Farmers Market' presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

14. Hillsdale County Farmers Market shall carry and provide all workers' 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.

15. Hillsdale County Farmers Market represents to Hillsdale that it intends to use the described area for the purpose of conducting Hillsdale County Farmers Market Commencement activities. In reliance on Hillsdale County Farmers Market's representations and its other promises as contained in this agreement, Hillsdale hereby grants and Hillsdale County Farmers Market hereby accepts the exclusive control over the described portion of McCollum Street and the activities therein, it being the intention of the parties that Hillsdale County Farmers Market 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.

16. Hillsdale County Farmers Market 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 County Farmers Market, 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 County Farmers Market 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 County Farmers Market shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

17. Hillsdale County Farmers Market 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.

18. Hillsdale County Farmers Market agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale County Farmers Market 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 County Farmers Market 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 County Farmers Market' 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 County Farmers Market in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: Hillsdale County Farmers Market, 5788 Cole Rd., Hillsdale, Michigan 49242.

19. All notices from Hillsdale County Farmers Market 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. McCollum Street, Hillsdale, Michigan 49242.

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

20. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Hillsdale County Farmers Market 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 COUNTY FARMERS MARKET

David Mackie, City Manager
Dated: July ____, 2022

Dennis McClain, President
Dated: July ____, 2022

Katy Price, City Clerk
Dated: July ____, 2022

Signatures approved for ratification of above agreement by City Council on August 1, 2022.

CITY OF HILLSDALE

HILLSDALE COUNTY FARMERS MARKET

Adam Stockford, Mayor
City of Hillsdale

Dennis McClain, President
Hillsdale County Farmers Market

Dated: August ____, 2022

Dated: August ____, 2022

Katy Price, Clerk
City of Hillsdale

Dated: August ____, 2022

Received by DPS
Date 7/15/22
Amount Rec'd _____
Check # _____
Permit # 4059



COPY

CITY OF HILLSDALE

City Hall
97 N. Broad St
Hillsdale, Michigan 49242
(517) 437-0400
www.cityofhillsdale.org

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

TYPE:

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

Post a copy of the
Permit on-site

Applicant's Name Ezra Bertakis Date 7.11.22 Contractor's Name Hillsdale County Farmers Market Date _____

Mailing Address

City _____ State _____ Zip Code _____

Mailing Address

City Hillsdale State Mi Zip Code 49242

Telephone Number 313-930-5100

Telephone Number _____

DESCRIPTION OF WORK OR USE:

Hillsdale County Farmers Market requesting McCallum between Courthouse + Courthouse Annex be blocked off

LOCATION (Drawing to be provided)

McCallum between ~~Broad~~ Howell

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED

Barriers to close off block

TIME PERIOD

COMMENCING DATE: Saturday July 16, 2022 TIME 9:00 am ENDING DATE: Saturday July 16, 2022 TIME 1:30 pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE

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

Through October 29, 2022

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

City of Hillsdale

Agenda Item Summary

Meeting Date: July 18, 2022
Agenda Item: New Business
Subject: Right of Way Request from Farmers Market


Background:

The Hillsdale County Farmers Market has requested to utilize McCollum Street between Broad and Howell Streets each Saturday from 8:00 a.m. till 1:30 p.m. through the Month of October as they have been displaced from their current location. Traffic Control Order and Certificate of Liability Insurance are attached.

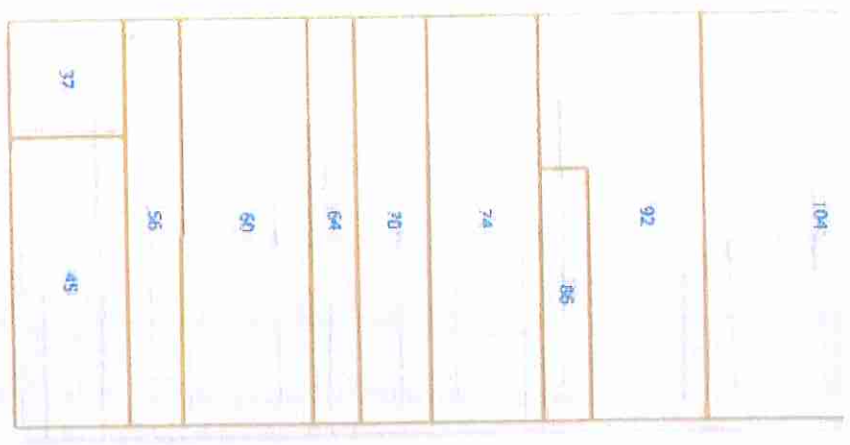
Recommendation:

Approval is recommended, contact has been made with Economic Development and the Department of Public Services.

Scott A. Hephner



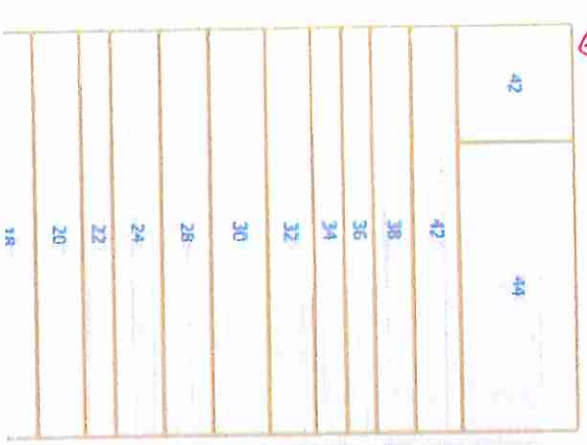
Chief of Police / Fire Chief



N Hillsdale Rd



N Hillsdale Rd



McCullum St



McCullum St



McCullum St

Scios St



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

RULES AND REGULATIONS
PERMITS FOR OCCUPANCY OF AND WORK WITHIN STREET RIGHT-OF-WAYS

SECTION 1 – AUTHORITY

- A. These rules and regulations are promulgated pursuant to the provisions of Section 30-55 of Chapter 30 of the Hillsdale Municipal Code.

SECTION 2 – APPLICATION PROCEDURES

- A. Applicants for permits shall complete the permit form provided by the Department of Public Services and shall return the completed form to the **Public Services Building, 149 Waterworks Drive** or the **Clerk's Office, City Hall, 97 N. Broad Street**, together with such additional information which is required pursuant to Chapter 30 of the Hillsdale Municipal Code and these rules and regulations.
- B. Each application shall be reviewed by the Director of Public Services, or his designee, for compliance with the provisions of Chapter 30 and these rules and regulations. In addition, the following persons shall receive written notification that an application has been received and they shall be provided an opportunity to review the application prior to its approval: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director of Public Services, the application complies with the applicable provisions of Chapter 30 and these rules and regulations, then he shall notify the applicant that the application has been approved. If the application fails to comply with Chapter 30 and these rules and regulations, then the Director shall notify the applicant that the application has been denied. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.
- D. If an application is approved, the Director shall prepare the necessary permit and shall determine the amount of any fees which the applicant must pay. The permit and the statement of fees shall be delivered to the City Clerk.
- E. Upon payment of the fees as determined by the Director of Public Services, the City Clerk shall deliver the permit to the applicant and shall notify the Director of Public Services that the permit has been issued.

SECTION 3 – REQUEST TO COMMENCE WORK

- A. Any person, firm, or corporation to whom an annual blanket permit has been issued shall apply to the Director of Public Services for permission to commence work pursuant to the annual blanket permit by submitting a request to commence work on the forms provided by this purpose. Such request to commence work shall be submitted in accordance with applicable provisions of Chapter 30.
- B. Each request to commence work shall be reviewed by the Director of Public Services to determine its compliance with the provisions of Chapter 30, these rules and regulations, and the annual blanket permit. The Director shall notify the following persons and shall provide them an opportunity to comment upon the request to commence work: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director, the request to commence work is in compliance with the applicable provisions of Chapter 30, these rules and regulations, and the annual blanket permit, then he shall approve the request and notify the applicant of such approval. If the request is not in compliance, then the request shall be denied and the applicant shall have the opportunity to submit a request to commence work which is in compliance. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.

SECTION 4 – STREET CLOSINGS AND STREET OCCUPANCIES

- A. If an application or request to commence work approved pursuant to these rules and regulations requires the closing of a street to vehicular traffic, then the applicant shall notify the Chief of Police not less than twenty-four (24) hours prior to commencing the work which will necessitate the closing of the street of the dates and times when such street is required to be closed.
- B. Streets shall be closed only pursuant to directives issued by the Chief of Police in accordance with the provisions of the Uniform Traffic Code and shall be evidenced by temporary traffic control orders and/or by the Police Chief's endorsement on the permit, or, in the case of an annual blanket permit, on the request to commence work form.
- C. The Director may issue permits for the temporary occupancy or use of portions of the street right-of-way when such occupancy or use does not significantly impair the utilization of such right-of-way for vehicular or pedestrian traffic or when such occupancy or use is for a short duration. In reviewing applications for such permits, the Director shall consider the public safety and aesthetic considerations associated with such occupancy or use as well as the public benefit which such occupancy or use provides. If such occupancy or use involves a significant restriction on vehicular traffic, other than closing, the permit, or, in the case of an annual blanket permit, the request to commence work form, shall be endorsed by the Police Chief prior to issuance.

- b) Prior to commencing restoration of the street surfaces.
 - c) Upon completion of work and restoration of the area.
3. Other Construction
- a) Upon completion of work and restoration of the area.
 - b) At such other times as determined by the Director of Public Services.

SECTION 8 – TREES

- A. The applicant shall not remove, trim, cut roots from, or otherwise damage any tree growing within the street right-of-way without first having obtained the endorsement of the City Forester on the permit or, in the case of an annual blanket permit, on the request to commence work form.
- B. If during the course of any activities conducted pursuant to a permit granted in accordance with these rules and regulations the applicant finds that there is the possibility of interference with trees growing in the street right-of-way, the applicant shall immediately contact the Director of Public Services and the City Forester.

SECTION 9 – INSURANCE AND BONDS

- A. Any applicant proposing to conduct any activities involving construction within the right-of-way of streets in the City of Hillsdale shall provide evidence of liability insurance covering personal injury and property damage in the amount of not less than \$1,000,000 combined single limit. The applicant shall provide an endorsement naming the City of Hillsdale as an additional insured.
- B. The applicant shall keep such insurance in effect during all times that the applicant is conducting activities within the street right-of-ways.
- C. If the applicant is self-insured for personal injury and/or property damage risks, the applicant shall provide documentation of such self-insurance program and shall further agree to indemnify and hold the City harmless from any and all liability arising out of any activities conducted pursuant to the permit.
- D. If an applicant utilizes subcontractors in performing some or all of the work which is covered by a permit, each such subcontractor shall be required to comply with the provisions of this Section.
- E. Pursuant to the provisions of Section 30-37 of the Hillsdale Municipal Code, the Director shall determine the amount of the performance bond or cash deposit which shall be provided by the applicant prior to the issuance of the permit. In no case shall the amount of such performance bond or cash deposit required for a permit for construction activities within the traveled portion of any street be less than \$10,000.
- F. If an applicant provides a blanket bond to cover all bond requirements during a specified period of time, the amount of such bond shall be maintained at least equal to the amount required to satisfy the terms of all permits issued during that period of time.

SECTION 10 – FEES

- A. The following schedule shall be the fees as established for permits issued pursuant to these rules and regulations:

Application fee.....	\$20.00
Annual Blanket Permit.....	\$160.00
Sidewalk under 25 square feet.....	\$35.00
Sidewalk over 25 square feet.....	\$60.00
Driveway Approach Permit.....	\$60.00
Street Opening.....	\$110.00
Terrace.....	\$35.00
Storm Sewer Connection fee.....	\$160.00
Use of Traffic Control (if available).....	\$25.00
Curb Cut/Repair/Extension.....	\$60.00

- B. In addition to the fees indicated above, all work requiring inspections after 3:00 p.m. or on Weekends shall be subject to an additional fee of \$75.00 per hour (Minimum 2 hour charge) or portion thereof with personnel availability.
- C. Traffic control measures may incur additional fees.

City of Hillsdale
Agenda Item Summary

MEETING DATE: August 15, 2022

AGENDA ITEM #: Consent

SUBJECT: WWTP Channel Monster

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

All influent flow at the WWTP passes through a single chopper/grinder device that is the channel monster. It helps protect downstream equipment (mainly influent pumps) from large debris and rags. This unit runs 24/7 and wears out in about three years. Upon inspection, it was found that our current unit is at the end of its useful life. This equipment was included in this year’s capital improvement fund.

RECOMMENDATION:

The BPU Board supports award by the Council of this purchase to Kennedy Industries, Wixom, MI in the amount of \$26,172.

QUOTES:

<i>Vendor</i>	<i>Price</i>
Kennedy Industries	\$26,172.00
JWC Environmental	\$26,172.03
Detroit Pump	\$37,388.61



QUOTATION		
DATE	NUMBER	PAGE
6/15/2022	0047063	1 of 1

B HIL100
I HILLSDALE BOARD OF PUBLIC WORK
L 45 MONROE STREET
T HILLSDALE, MI 49242
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____

ATTENTION:
CRAIG WICKHAM 517-437-3648 cwickham@hillsdalebpu.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	WWTP, JWC, WASTE WATER	REA/JAR	FREIGHT ALLOWED
QTY	DESCRIPTION		

WE ARE PLEASED TO OFFER THE ATTACHED PROPOSAL FOR MATERIALS BY JWC ENVIRONMENTAL:

(1) CMD2410-XDS2.0 MONSTER RENEW

REFER TO THE ATTACHED JWC ENVIRONMENTAL PROPOSAL FOR ADDITIONAL INFORMATION.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: -- \$23,282.00

(1) CMD2410-XDS2.0 MONSTER COMPLETE REPLACEMENT

REFER TO THE ATTACHED JWC ENVIRONMENTAL PROPOSAL FOR ADDITIONAL INFORMATION.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: -- \$26,172.00

DELIVERY FOR EITHER OPTION: APPROXIMATELY 4-6 WEEKS AFTER RECEIPT OF ORDER

PIOR TO ORDER, PLEASE CONFIRM SERIAL NUMBER IS CORRECT.

** IF FAVORED WITH AN ORDER, PLEASE MAKE PURCHASE ORDER TO JWC ENVIRONMENTAL. **

WE DO NOT INCLUDE: INSTALLATION, SITE WORK, CONCRETE, ANCHORING, MECHANICAL, ELECTRICAL, OR START-UP UNLESS STATED ABOVE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,
JESSICA RIVARD

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 549-4007

Customer:

Hillsdale WWTP
 101 Gallaway Drive
 Hillsdale, MI 49292
 US - UNITED STATES

Quote Number: 66247RevC
Quote Date: 06/15/2022
Terms: Net 30 Days
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4-6 Weeks ARO / Shipping & Handling Included
Grinder Serial #: G015240-2-1
Ticket #: CAS-110766-Y3S6

Project: Hillsdale WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
CMD2410-XDS2.0	CMD2410-XDS2.0 Monster Renew 17T Serrated Cam Cutters with Knurled Spacers 1:1 Stack Hardened Alloy STL BUNA-N Elastomers Cork & Rubber Gaskets 1/2in Perforated Drum With Brush Assy Motor Type: Electric New 5HP TEFC Motor New 29:1 Reducer New Spool Grinder SN: TBD ***** Paint: Epoxy Green *****	1	\$26,172.03	\$26,172.03
Shipping	Standard Shipping & Handling Included	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$26,172.03
Tax
Total \$26,172.03

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Steven Salas



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

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Please provide the following information. Failure to do so may delay processing of order. Quote #: 66247RevC

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____



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Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Product use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER, NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



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Santa Ana, CA 92707 USA
Phone: 949 833-3888
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Fax: 714 549-4007

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



23751 Amber Avenue
Warren, MI 48089
248-544-4242
www.detroitpump.com

QUOTE

Quotation Date:	06/23/22	Prepared By:	Andy Perez
Company Name:	Hillsdale, City of	Account Manager:	N/A
Contact Name:	Craig Wickham	Job Name/Ship To:	N/A
Contact Phone:	517-437-3387	Contact E-Mail:	cwickham@hillsdalebpu.com

Quantity	Manufacturer	Description	Extended Total
1	Monster	CMD2410-XDS2.0 Monster Complete Replacement	\$37,388.61
Total			\$37,388.61

Lead Time: 5-7 Weeks ARO

Shipping Terms: PPA Best Way

Andy Perez

Project Engineer
(248) 336-5205

Terms of Payment: Net 30 Days (with approved credit)
 F.O.B.: Shipping Point
 Freight: Not included (UPS Prepaid & Add, Truck Collect)
 Subject to Detroit Pump Terms & Conditions

Prices subject to change by Detroit Pump at any time prior to order confirmation to address any manufacturer price increase. Detroit Pump quotes are valid for 14 days.

Taxes: Not Included (Exempt Form Required)
 Start-Up: Not Included
 Warranty: Standard Factory



City of Hillsdale

Agenda Item Summary

MEETING DATE: August 15, 2022

AGENDA ITEM #: Consent

SUBJECT: Lift station Wavestart System

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

There are 6 lift stations in the City, each utilize two pumps per station. All are Smith and Loveless brand. As of last August, Smith and Loveless no longer supports our current pump start system nor parts for it. They have “upgraded” to this Wavestart system and offered us bulk pricing to convert all 12 pumps over to it. Also included in this price are extra wearable parts that will be needed in the near future. This is a sole source item and budgeted for in this fiscal year’s capital budget.

RECOMMENDATION:

The BPU Board supports award by the Council of this purchase to Smith and Loveless, Inc. in the amount of \$19,047.98.

QUOTES: Attached



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215-1284, USA
www.smithandloveless.com

Ph:
Toll Free:
Email:

(913) 888-5201, Ext. 478
(800) 922-9048
parts@smithandloveless.com

Date: July 28, 2022
To: Jeff Gier
Company: Hillsdale, City of
Location: Hillsdale, MI, USA
Email/Phone: JGier@hillsdalebpu.com
From: Sara Wiechens
Customer Master: 17094
Total Pgs (Incl. This Pg): 2

Subject: Quote - Pricing and Availability of Parts
S/N:
Location: Hillsdale, MI, USA
Quotation: SW-2022-7-28-2

Thank you for contacting us about your Smith & Loveless Parts Request. Below you will find the part numbers, pricing and availability of the parts on which you requested information. Please remember this is a quote. Contact us when you are ready to order or sign below and note the ship to address and email or fax this back to our Parts Department. If you have any questions, please feel free to contact me.

Table with 5 columns: QTY, P/N, DESCRIPTION, UNIT PRICE (Each), SHIPMENT. Rows include: 12 H87A391P Wavestart Conversion Kit, 6 87B728 Vacuum Dome and Solenoid Valve, 6 4L1178A Level Sensor, Estimated shipping cost, and a note about the Wave start conversion price.

FREIGHT: F.O.B. ORIGIN (Freight Prepaid & Add)
DELIVERY: Shipment Upon Availability of Parts and Receipt of PO or Credit Card #
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
WARRANTY: Warranty Period for Replacement Parts is 90 Days
TIME FRAME: Quote is good for 30 days.
PAYMENT: 100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of start up (if S&L start up is included in our quote).
RESTOCKING FEE: All returned items may be subject to a 15% to 30% restocking fee. Non-stock / electrical / made to order parts are not eligible for return. Credit for freight is based on whether the station number was provided upon ordering.

Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.



Smith & Loveless, Inc.

PAGE 2

S/N:
Location: Hillsdale, MI, USA
Quotation: SW-2022-7-28-2

Smith & Loveless accepts purchase orders, MasterCard and Visa when ordering. You can email your order to us at swiechens@smithandloveless.com or parts@smithandloveless.com. You can also call us toll free at (800) 922-9048 or fax your order to (913) 748-0106. Thank you for contacting Smith & Loveless regarding your Parts Inquiry. We look forward to hearing from you.

Agreed to this ___ day of ___, 20__.

Agreed to this ___ day of ___, 20__ at Lenexa, KS.

BUYER

SMITH & LOVELESS, INC.

By: _____
Print Name

By: _____
Authorized Signature

Authorized Signature

Shipping Address

Shipping Address

Is this purchase tax exempt? ___Yes ___ No

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



WE'RE ON FACEBOOK!
SCAN THE QR CODE TO
FOLLOW THE CITY'S PAGE!

CITY OF HILLSDALE, MICHIGAN QUARTERLY NEWSLETTER

FALL HOLIDAY CLOSURES

City Hall will be closed during normal office hours to observe the following holidays:

Mon, September 5, 2022 - Labor Day*

* Note: the Finance and City Council meetings scheduled for September 5 have been moved to Tuesday, September 6, 2022 at their respective times.

Fri, November 11, 2022 - Veteran's Day

Thur, November 24 - Fri, November 25, 2022 - Thanksgiving & Thanksgiving Holiday

2022 STATE GENERAL ELECTION

When: Tuesday, November 8, 2022
7:00 AM - 8:00 PM

Where: Hillsdale Community Library
11 E Bacon St
Hillsdale, MI 49242

For more information, please contact the Hillsdale City Clerk at (517) 437-6441 or visit www.michigan.gov/sos.

2022 HILLSDALE COUNTY FAIR



Sunday, September 25 - Saturday, October 1.

For more information and event details call (517) 437-3622 or visit their website at www.hillsdalecountyfair.org.

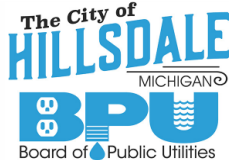
FEE SCHEDULE CHANGES

As of July 1, 2022, a new fee schedule has taken effect. Please be aware that some fees for common permits and services have increased.

Applications and their electronic versions on the website have been or are being updated.



97 N Broad St, Hillsdale, MI 49242
(517) 437-6440 | www.cityofhillsdale.org
Mon - Fri, 8:00 AM - 5:00 PM



45 Monroe St, Hillsdale, MI 49242
(517) 437-3387 | www.cityofhillsdale.org
Mon - Fri, 10:00 AM - 4:00 PM
After Hours Emergencies: 1-844-427-8633



LIBRARY NEWSLETTER

For more information on Hillsdale Community Library events and services, please scan the QR code to be directly taken to their monthly newsletter!



CITY PROJECTS UPDATES

Street Projects - Lynwood Blvd (Howell to Reading), S Howell St (Hallett to southern City limits), and Morry St (Howell to Walnut).

Construction on these projects began in mid-August and will continue until mid to late October.

Work will include the milling of the streets, miscellaneous curb replacements, construction of a new infiltration basin near the intersection of Morry St and S Howell St with associated storm sewer piping. Once underground work is completed, the road will be re-paved.

Lead Water Service Line Replacement will continue into the fall months.

If you have any questions or concerns about the projects mentioned above, please contact the City Engineer at (517) 437-6479.

FALL BRUSH/LEAF PICK-UP

This fall there will **NOT** be brush/leaf pick-up in the alleys. All brush/leaves will need to be on the road in order to be picked up by our crew.

At this time, dates for the pick-up are yet TBD. For more information, please contact Public Services at (517) 437-6490.

7TH ANNUAL PATRIOT'S DAY FLY IN BREAKFAST



Sunday, September 11, 2022
Hillsdale Municipal Airport
1727 Airport Rd, Hillsdale, MI 49242
7:00 AM - 2:00 PM (rain or shine)

Activities and attractions include:

Huey Helicopter Rides - \$99, Airplane Rides, Helicopter Rides, Breakfast (provided by the Exchange Club of Hillsdale) - Adult - \$7, Children - \$4, 50/50 Raffle, Military Aircraft Display, Classic Car Cruise-In (sponsored by the Hillsdale Bicentennial Car Club), Warbirds & Experimental Aircraft, and Local EMS/Fire/Police.

For more information, please contact the Hillsdale Municipal Airport at (517) 797-4833.



6TH ANNUAL STILLWELL FORD CAR SHOW



3780 W Carleton Rd, Hillsdale, MI 49242
(517) 849-2121
www.stillwellford.com

Free Entry | Food Vendors on Site | Awards and Door Prizes | Donuts and Coffee | Dash Plaques | 50/50 Raffle (all proceeds go to Greater Hillsdale Humane Society).

Register online or send a form to Stillwell Ford.



2022 TRUNK OR TREAT



Saturday, October 22, 2022
5:00 PM - 7:00 PM
Hillsdale County Fairgrounds
115 S Broad St, Hillsdale, MI 49242

Activities include: hayrides, a haunted house, and food vendors.



H.B.A.
HILLSDALE BUSINESS
Association

CAR SEAT CHECKUP EVENT



Thursday, September 22, 2022

Hillsdale Market House - 210 W Carleton Rd, Hillsdale, MI 49242

Car Seats in South Central Michigan is hosting a free Car Seat Check event where nationally certified technicians will ensure children are in the correct car seat and help parents and caregivers install seats correctly.

Free replacement seats available for qualifying Michigan children. Child must be present and in a motor vehicle. Expectant moms, within 1 month of due date, may also attend.

For additional information, go to Car Seats in South Central Michigan's Facebook page.

"RETURN TO SPLENDOR" MURAL REPAIRED



Photo Credits: E. Hambleton, Hillsdale Daily News

In late July, the original artists repaired Hillsdale County's "Return to Splendor" mural returning it to its original glory. The mural was initially painted in 2011 by Ann Arbor-based TreeTown Murals artists Mary Thiefels and Danijel Matanic.

INDIANA RAIL EXPERIENCE COMES TO HILLSDALE!

The Tri-State Scenic Steam Excursion will take a round trip from Edon, Ohio to Historic Hillsdale, Michigan.

Tickets are on sale now for the October 1st excursion. Visit their website for more information.

NEW BUSINESSES IN THE CITY



30 N Howell St, Suite 24, Hillsdale, MI 49242
(517) 212-1096

Check out their Facebook page for more information!



Ashley LoPresto, PA-C has joined their Hillsdale office!

187 S Howell St, Hillsdale, MI 49242
Monday - Thursday, 8:00 AM - 5:00 PM
Friday, 8:00 AM - Noon

For more information or to schedule an appointment, please call (517) 828-0807.

CITY BUSINESS UPDATES

The following businesses have moved out of the City:

* Trevathan's Sweep & Sew Shoppe, LLC

3980 N Hillsdale Rd, Hillsdale, MI 49242
(517) 437-5555

Tuesday - Saturday, 10:00 AM - 5:00 PM
Closed Sundays and Mondays

* Small Town Sweet Boutique

4497 N Adrian Hwy, Adrian, MI 49221
(517) 920-4037

Candy bouquet pick-up in Hillsdale is still available. Must be pre-ordered and scheduled at least two days in advance.

OCTOBER 9-15
100 YEARS
1922-2022



FIRE PREVENTION WEEK™



www.indianarailexperience.org

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: Public Hearing

SUBJECT: Resolution Adoption to Declare a Public Nuisance
36 Howder St.

BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator):

Hillsdale Municipal code Section [14-33](#) provides that the code official shall present a recommendation to council for removal of a hazard or nuisance as defined by the code. Upon recommendation, council shall accept or reject such recommendation and, if council determines that a public hazard or nuisance exists, shall issue an order to the owner of the property requiring the owner to abate the hazard or nuisance within a time commensurate with the nature of the hazard or nuisance. If, at the expiration of the deadline set by council, the owner fails to correct the violations, council may order the violations corrected by city staff or by contract. The costs for such removal shall be born against the property as a special assessment, pursuant to Hillsdale City Charter, Section [11.4](#).

The property located at 36 Howder St. has been cited for multiple International Property Maintenance Code (IPMC) violations since 1997. The prior owner had received a Neighborhood Enhancement Program Grant (NEP) to help offset the costs of a new roof. In June of 2021, the property was purchased from the estate by the current owner. At that time, the new owner was informed of the multiple outstanding violations on the property and was offered an opportunity to receive the same grant as the previous owner. These violations included potential structural issues stemming from the roof having leaked for multiple years. The new owner was also informed that no one would be permitted to occupy the structure as a dwelling until the violations had been corrected and a Use & Occupancy permit had been acquired. In December of 2021, it was brought to the attention of the code official that the new owner had moved into the structure prior to the previous requirements. The owner was notified in January of 2022 that she would be required to vacate the structure and correct the violations prior to moving back in. In March 2022, a District Court judgement was ordered that the owner had 60 days to bring the property into compliance or vacate until such time as the property complied. The owner has missed the court ordered deadline and still resides at the property located at 36 Howder. It was determined that in consideration of the number of violations and the failure to comply with the court judgement, the property located at 36 Howder St. should be declared unsafe for human habitation.

Due to the number of violations and the conditions of the property, Code Enforcement staff is requesting Council to declare the structure located at 36 Howder St. a public nuisance and order the property owner to abate the public hazard or demolish the building. (Pictures attached).

RECOMMENDATION:

It is the recommendation of the code official that council adopt the resolution to declare the structure located at 36 Howder a public nuisance and to order abatement or demolition of the structure and authorize the expenditure of funds to complete the work. Notice must be given to the property owner of the date and time of the resolution adoption in order to protect their rights under the Due Process Clause of the Fourteenth Amendment.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that: the lot located at 36 HOWDER ST within the City of Hillsdale, Michigan and structures situated thereon are a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said lot and structures, in violation of Section 14-31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance; condemning the residential structure situated on the property; and ordering the abatement of the public nuisance created by the dangerous lot and structures.

WHEREAS the City has received a report from the Code Official dated February 1, 2022, indicating that the lot located at 36 HOWDER ST within the City of Hillsdale, Michigan is being inhabited in spite of not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous for the reasons set forth in the report of the Code Official; and

WHEREAS the owner of the property was provided with a copy of the report of the Code Official along with a Notice of Violation issued by the Code Official dated February 1, 2022, giving notice to the owner of the property that the property was not in compliance with the requirements of applicable provisions of the Hillsdale Municipal Code regarding the maintenance of the property and the structures located thereon; and

WHEREAS in March 2022 a Judgment was entered by the 2B District Court for Hillsdale County finding that the property was in violation of the requirements of Section 108.1.3 of the International Property Maintenance Code as adopted by the City of Hillsdale and Section 6-63 of the Hillsdale Municipal Code, and requiring the owner of the property to bring the property into compliance with City ordinance or vacate the premises;

WHEREAS the owner of the property failed to bring the property and the structures situated thereon into compliance with the requirements of the applicable Ordinances within the times provided in the Notices issued by the Code Official and within the time required by the Judgment entered by the District Court; and

WHEREAS the City Council has reviewed and considered the report and recommendation of the Code Official pursuant to Sections 14-32 through 14-34 of the Hillsdale Municipal Code and Section 11.4 of the Hillsdale City Charter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined, for the reasons set forth in the report of the Code Official dated February 1, 2022, a copy of which report is attached to this Resolution and incorporated herein by reference, that the property located at 36 HOWDER ST in the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or

safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14-31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance.

IT IS FURTHER RESOLVED that the Code Official for the City is hereby directed to give notice to the owner of the property located at 36 HOWDER ST of the determination of the City Council, said notice to include a duly executed copy of this Resolution along with a copy of the attached report of the Code Official, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within sixty (60) days of the date of the notice so as to remedy the unsafe and dangerous conditions identified in the report of the Code Official, with the notice to further provide that if the specified work required to abate the public hazard or nuisance as identified in the report of the Code Official is not completed within said sixty (60) day period, the Code Official or the Code Official's designated representative is ordered, in consultation with the City Attorney's Office, to take such steps as are necessary to carry out the requirements of the notice and charge the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS 15th DAY OF August, 2022.

Adam Stockford, Mayor

Katy Price, City Clerk

OCCUPIED - UNSAFE STRUCTURE Enforcement | E2017-0247 36 HOWDER ST**Property Information**

006-126-103-08

36 HOWDER ST

Vacant? Y N Number of Units:

Name Information

Owner: SANDAHL, SUNSHINE

Phone: (517) 462 8394

Agent or Owner:

Fax Number:

Please Print Name Provide Fax Number or Email Address to expedite notice

Email Address:

Enforcement Information

Date Filed: 9/11/2017 12:00:00 AM

All Deficiencies Corrected? Yes No

Complaint: OVERALL LACK OF MAINTENANCE
5/18/21 NEW OWNER

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status: COMPLETED

Result: Partially Complied

Scheduled: Wednesday, 22 June 2022 12:00 AM

Completed: 06/22/2022

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Violation(s)

Scheduled: Monday, 23 May 2022 12:00 AM

Completed: 05/20/2022

Violations:

Uncorrected 302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.

6/22/2022 HAS MOWED THIS SUMMER, BUT AREAS ARE OVER 10" AGAIN.

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Violation(s)

Scheduled: Wednesday, 30 March 2022 12:00 AM

Completed: 01/03/2022

Violations:

Uncorrected HMC 6-63 USE AND OCCUPANCY PERMIT REQUIRED. IT SHALL HEREAFTER BE UNLAWFUL FOR ANY PERSON TO ENTER INTO THE USE OR OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF OR TO PERMIT OR SUFFER THE USE AND OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF LOCATED IN THE CITY WITHOUT HAVING FIRST OBTAINED A VALID USE AND OCCUPANCY PERMIT FROM THE CODE OFFICIAL, OR HIS DESIGNEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. ANY PERSON WHO SHALL VIOLATE ANY PROVISION OF THIS SECTION SHALL, UPON A FINDING OF RESPONSIBILITY, BE CHARGEABLE WITH AND RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION PURSUANT TO CHAPTER 20 OF THE CODE OF THE CITY OF HILLSDALE AND ALL OTHER APPLICABLE ORDINANCE PROVISIONS OF THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE.

INSPECTOR COMMENTS: 1/5/2022 THE STRUCTURE MAY NOT BE OCCUPIED WITHOUT A VALID USE AND OCCUPANCY PERMIT. YOU MUST VACATE THE PREMISES BY 1/31/2022 UNLESS YOU HAVE OBTAINED A VALID PERMIT.

6/22/2022 NO PERMIT, NOT READY FOR INSPECTION.

COMPLAINT

OWNER OF ADJACENT PROPERTY CALLED WITH CONCERNS ABOUT ROOF - STATED THAT THEY ARE LIVING THERE. ALSO OWNER OF 29 S WEST HAD STATED THAT HE RECENTLY EVICTED THE OCCUPANTS OF THAT PROPERTY (LISTED AS MAILING ADDRESS FOR THIS OWNER).

OBSERVED VIOLATION Inspection | Kimberly Thomas

Status: COMPLETED

Result: Violation(s)

Scheduled: Monday, 31 January 2022 12:00 AM

Completed: 01/25/2022

Violations:

Corrected	HMC 30-89 CLEARING OF SIDEWALKS REQUIRED. (A) THE OWNER AND OCCUPANT, IF ANY, OF EVERY LOT OR PARCEL OF LAND ADJOINING ANY PUBLIC SIDEWALK OR THE OWNER OF SUCH LOT OR PARCEL OF LAND, IF NOT OCCUPIED, SHALL BE RESPONSIBLE FOR CLEARING, REMOVING AND TREATING ALL ICE AND SNOW THAT ACCUMULATES ON THE SIDEWALK ADJOINING SUCH PROPERTY SO AS TO RENDER THE SIDEWALK REASONABLY SAFE FOR PEDESTRIAN TRAVEL, AS HEREINAFTER PROVIDED. (B) THE OWNER AND OCCUPANT, IF ANY, OF EVERY LOT OR PARCEL OF LAND ADJOINING ANY PUBLIC SIDEWALK OR THE OWNER OF SUCH LOT OR PARCEL OF LAND, IF NOT OCCUPIED, SHALL CLEAR OR CAUSE THE CLEARANCE OF ALL ICE AND SNOW THAT ACCUMULATES ON EACH SUCH SIDEWALK OR TREAT OR CAUSE THE TREATMENT OF ALL SUCH ICE AND SNOW BY SPREADING SAND AND/OR DE-ICING MATERIAL PRODUCED FOR THE PURPOSE OF RENDERING THE SIDEWALK REASONABLY SAFE FOR PEDESTRIAN TRAVEL BY MELTING THE ICE AND SNOW, REMOVING IT OR OTHERWISE PREVENTING THE SIDEWALK FROM BEING SLIPPERY BY MIDNIGHT OF THE DAY NEXT FOLLOWING ITS ACCUMULATION.
Uncorrected	304.13.1 GLAZING. ALL GLAZING MATERIALS SHALL BE MAINTAINED FREE FROM CRACKS AND HOLES. 6/22/2022 NO CHANGE.
Uncorrected	304.13 WINDOW, SKYLIGHT AND DOOR FRAMES. EVERY WINDOW, SKYLIGHT, DOOR AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT. 6/22/2022 NO CHANGE.
Uncorrected	304.10 STAIRWAYS, DECKS, PORCHES AND BALCONIES. EVERY EXTERIOR STAIRWAY, DECK, PORCH AND BALCONY, AND ALL APPURTENANCES ATTACHED THERETO, SHALL BE MAINTAINED STRUCTURALLY SOUND, IN GOOD REPAIR, WITH PROPER ANCHORAGE AND CAPABLE OF SUPPORTING THE IMPOSED LOADS. 6/22/2022 NO CHANGE.

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status:	COMPLETED	Result:	Not Complied
Scheduled:	Monday, 31 January 2022 12:00 AM	Completed:	02/01/2022

Violations:

Uncorrected	108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY. A STRUCTURE IS UNFIT FOR HUMAN OCCUPANCY WHENEVER THE CODE OFFICIAL FINDS THAT SUCH STRUCTURE IS UNSAFE, UNLAWFUL OR, BECAUSE OF THE DEGREE TO WHICH THE STRUCTURE IS IN DISREPAIR OR LACKS MAINTENANCE, IS INSANITARY, VERMIN OR RAT INFESTED, CONTAINS FILTH AND CONTAMINATION, OR LACKS VENTILATION, ILLUMINATION, SANITARY OR HEATING FACILITIES OR OTHER ESSENTIAL EQUIPMENT REQUIRED BY THIS CODE, OR BECAUSE THE LOCATION OF THE STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OF THE STRUCTURE OR TO THE PUBLIC. 6/22/2022 OCCUPIED, UNSAFE.
Uncorrected	108.1.5 DANGEROUS STRUCTURE OR PREMISES. FOR THE PURPOSE OF THIS CODE, ANY STRUCTURE OR PREMISES THAT HAS ANY OR ALL OF THE CONDITIONS OR DEFECTS DESCRIBED BELOW SHALL BE CONSIDERED DANGEROUS: 6. THE BUILDING OR STRUCTURE, OR ANY PORTION THEREOF, IS CLEARLY UNSAFE FOR ITS USE AND OCCUPANCY. 6/22/2022 OCCUPIED, UNSAFE.

Scheduling Comment ORDERED TO VACATE BY 1/31/2022. ALSO SENT SIDEWALK SNOW REMOVAL LETTER 1/25/2022.

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status:	COMPLETED	Result:	Partially Complied
Scheduled:	Friday, 22 October 2021 12:00 AM	Completed:	10/22/2021

DESK REVIEW Inspection | ALAN BEEKER

Status:	COMPLETED	Result:	Partially Complied
Scheduled:	Thursday, 30 September 2021 08:00 AM	Completed:	09/30/2021

Violations:

Uncorrected	INSPECTOR COMMENTS: 9/30/2021 MAXIMUM ALLOWED 180 DAY EXTENSION GRANTED. NEW DEADLINE IS 3/30/2022. 5/19/2022 APPEARS TO BE OCCUPIED - TRUCK IN DRIVEWAY, GARBAGE BAGS BY PORCH, DOGS INSIDE FENCED YARD. PATCHES OF TALL GRASS (PARTIALLY MOWED). NO CHANGE IN CONDITION OF STRUCTURE. 6/22/2022 OCCUPIED, HAS DOGS AND RABBITS ACCORDING TO NEIGHBOR WHO USES THIS SIDEWALK.
-------------	--

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status:	COMPLETED	Result:	Not Complied
Scheduled:	Wednesday, 15 September 2021 12:00 AM	Completed:	09/15/2021

Violations:

Uncorrected 302.7 ACCESSORY STRUCTURES. ALL ACCESSORY STRUCTURES, INCLUDING DETACHED GARAGES, FENCES AND WALLS, SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR.

INSPECTOR COMMENTS: 9/15/2021 REMOVE GARBAGE FROM GARAGE AND REPAIR DOOR AND EXTERIOR INCLUDING ROOF.

6/22/2022 GARAGE DOOR IS CLOSED.

Corrected 302.8.1 MAINTENANCE OR REPAIR OF MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO MOTOR VEHICLE, WHETHER INOPERATIVE OR OPERATIVE, LICENSED OR UNLICENSED, SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES IN A STATE OF MAJOR DISASSEMBLY, DISREPAIR OR WHILE IN THE PROCESS OF BEING STRIPPED OR DISMANTLED, WHETHER IN CONNECTION WITH BODY WORK, REBUILDING, RESTORATION OR OTHERWISE UNLESS ALL OF SUCH WORK IS PERFORMED INSIDE A COMPLETELY ENCLOSED GARAGE OR SIMILAR ENCLOSED STRUCTURE DESIGNED AND APPROVED FOR SUCH PURPOSE.

OBSERVED VIOLATION Inspection | Kimberly Thomas

Status: COMPLETED Result: Partially Complied
Scheduled: Thursday, 22 July 2021 12:00 AM Completed: 07/22/2021

Violations:

Corrected 302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.

9/14-21 TALL GRASS AGAIN. CIVIL INFRACTION ISSUED.

OBSERVED VIOLATION Inspection | Kimberly Thomas

Status: COMPLETED Result: Violation(s)
Scheduled: Monday, 14 June 2021 12:00 AM Completed: 06/04/2021

Violations:

Uncorrected 302.1 SANITATION. ALL EXTERIOR PROPERTY AND PREMISES SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION. THE OCCUPANT SHALL KEEP THAT PART OF THE EXTERIOR PROPERTY WHICH SUCH OCCUPANT OCCUPIES OR CONTROLS IN A CLEAN AND SANITARY CONDITION.

6/14/2021 REMOVE SOLID WASTE AND DISPOSE OF PROPERLY.

6/22/2022 SOME IMPROVEMENT?

Corrected 302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
Scheduled: Monday, 14 June 2021 12:00 AM Completed: 06/16/2021

Scheduling Comment NEW OWNER 5/18/21. OBSERVED TALL GRASS, GARBAGE 6/4/21 BUT DID NOT SEND REMINDER. SENT U&O LETTER W/ VIOLATION LIST 6/14/2021.

OWNER CONTACTED OFFICE NOT YET OCCUPIED

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: No Change
Scheduled: Tuesday, 07 July 2020 12:00 AM Completed: 07/07/2020

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: No Change
Scheduled: Thursday, 04 June 2020 12:00 AM Completed: 06/04/2020

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
 Scheduled: Friday, 31 August 2018 12:00 AM Completed: 11/26/2019

DESK REVIEW Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
 Scheduled: Friday, 06 July 2018 08:00 AM Completed: 06/27/2018

DESK REVIEW Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
 Scheduled: Thursday, 05 July 2018 08:00 AM Completed: 07/05/2018

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
 Scheduled: Tuesday, 24 April 2018 12:00 AM Completed: 06/07/2018

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied
 Scheduled: Wednesday, 11 October 2017 12:00 AM Completed: 10/25/2017

OBSERVED VIOLATION Inspection | ALAN BEEKER

Status: COMPLETED Result: Violation(s)
 Scheduled: Monday, 11 September 2017 12:00 AM Completed: 09/11/2017

Violations:

Uncorrected 304.1 GENERAL. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.

INSPECTOR COMMENTS: NEEDS NEW ROOF

7/5/18 - I AM INCLUDING INFORMATION THAT MAY HELP WITH WORK THAT NEEDS COMPLETED ON YOUR PROPERTY. PLEASE CONTACT AND LET ME KNOW WHAT YOU FIND OUT. THE MAINTENANCE ITEMS WILL NEED TO BE ADDRESSED. PLEASE CONTACT OUR OFFICE BY 8/31/18 WITH PROGRESS.
 6/22/2022 NO IMPROVEMENT.

Uncorrected 304.7 ROOFS AND DRAINAGE. THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN. ROOF DRAINAGE SHALL BE ADEQUATE TO PREVENT DAMPNES OR DETERIORATION IN THE WALLS OR INTERIOR PORTION OF THE STRUCTURE. ROOF DRAINS, GUTTERS AND DOWNSPOUTS SHALL BE MAINTAINED IN GOOD REPAIR AND FREE FROM OBSTRUCTIONS. ROOF WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CREATES A PUBLIC NUISANCE.

INSPECTOR COMMENTS: REMOVE TARPS AND INSTALL NEW ROOF ACCORDING TO BUILDING CODE.

11/25/19 TARPS PLACED ON ROOF TO AVOID INSTALLING NEW ROOF BEGINNING TO SHRED AND BLOW OFF. TOTAL TEAR OFF AND INSTALLATION OF NEW ROOF REQUIRED. CONTACT THIS OFFICE TO DISCUSS PLAN TO RESOLVE THE ISSUE.

8/18/2021 PERMIT ISSUED BY COUNTY FOR NEW ROOF.

9/14/21 REMOVE TORN TARPING AND REPAIR ROOF IMMEDIATELY.

6/22/2022 NO IMPROVEMENT.

Corrected 302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.

INSPECTOR COMMENTS: CUT DOWN AND DISPOSE OF TALL WEEDS IN SIDE AND REAR YARDS.



AMENDED - Notice to Proceed

TO: Grantee Name City of Hillsdale

Grant Number HDF-2020-5994-NEP

FROM: MSHDA Housing Initiatives Champion, *Angela Shipp* Angela Shipp

DATE: July 21, 2021

RE: Pre-Approval Request Dated: July 22, 2021

As of today, you are approved to expend up to **\$6,000.00** for (1) property located in Hillsdale, MI.

For the following address(s):

- **36 Howder St. [Sunshine Sandahal]**

(Home Repair) component for properties that are:

- a) being assisted below **\$7,500** each therefore no liens are required or homeowners have executed liens for the total amount of assistance being provided;
- b) current on their taxes and insurance;
- c) have fully executed Household Self-Certification forms and/or owner certifications; and
- d) meet the terms of the applicant selection process outlined in the program guidelines.

Note: All cost reasonable procurement documentation should be retained in the project files for submission with the FSR request and invoices. If you have any questions, please direct them to your HID Champion.

The previous homeowner of 36 Howder (Rosetta Schultz), has passed away. Therefore, the new owner (Sunshine Sandahal) has been approved for the same project.

C. I. State of Michigan
 MIS. Uniform Municipal
 JUV. Civil Infraction Citation

H 1399 Dept. No. 473
 Complaint No. 22-384 Offense Code
 Local Use/Arrest No.

People of: the State of Michigan
 Township City Village County

OF: HILLSDALE E 2017-0247 1 of 1
 I.E. UNDERSIGNED SAYS THAT ON: 2 1 22 9:00 P.M. Date of Birth 8 26 79

State Driver's License Number 11 V 525 778 302 665 Social Security No.
 Race Sex Hair Weight Height Eyes Occupation/Employer

Name (First, Middle, Last) HEAVEN SUNSHINE SANDAHL

Address 36 HOWDER HILLSDALE MI 49242

Vehicle Plate No. Year State Vehicle Description (Year, Make, Color) Type

PERSON NAMED ABOVE, in violation of § HMC 6-63 & IPMG 108.13
 ON 36 HOWDER

OR NEAR
 CITY CITY VILLAGE TOWNSHIP OF HILLSDALE

CITY OF HILLSDALE DID THE FOLLOWING

Ordinance Hilldale Municipal Code
 IPMC as adopted
 Other

Describe: STRUCTURE UNFIT FOR HABITATION DUE TO LEAKING ROOF

Person in Active Military Service Yes No

THIS VIOLATION IS A CIVIL INFRACTION and is your violation.
 A fine for this violation is \$ and must be paid at the violations bureau
 5: p.m. on unless you contact the violations bureau before this time.

NOTE: This is a copy of the Notice of Violation served on the defendant.

State that the above notice of violation was served on the defendant. The defendant failed to pay the fine specified above or failed to contact the violations bureau on the date and time specified above. Therefore, this civil infraction citation is being issued.

THE DEFENDANT: You are required to appear as follows to answer this citation.
 DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS.

Appearance Date: on or before REQUEST HEARING

Hearing Date (if applicable) on Contact Court
 Formal hearing may be requested by either party.

In the 2nd DISTRICT Court of HILLSDALE

Court Address & Phone Number:
 HILLSDALE DISTRICT COURT
 49 N. HOWELL
 HILLSDALE, MI 49242 (517) 437-7329

I served a copy of this complaint upon the defendant by the first class mail at the defendant's last known address and filed a copy of this complaint with the court.

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief.

Complainant's signature: [Signature] Month 2 Day 9 Year 22

Officer's Name (printed): BRADLEY T. MORAN Officer's ID No. 21-6

Agency ORI: 30-47300 Agency Name: HILLSDALE CITY

Enforcement Agency Copy

forcement

97 NORTH BROAD STREET
 HILLSDALE, MICHIGAN 49242-1695
 (517) 437-6455 FAX: (517) 437-6448
 codeenforcement@cityofhillsdale.org

February 01, 2022
 36 HOWDER ST
 E2017-0247

CITATION OF VIOLATION ISSUED

Number H1399 has been issued (enclosed) as a citation(s) as indicated. All correspondence related to the

District Court
 Howell St.
 MI 49242

From your responsibility as the property owner to the end of this letter). If there are other property violations by this office but which will have an effect on the health and safety of the public. If you are unable to make the corrections at this time, please provide information in your written plan along with any steps you are to make corrections or to contact this office by February 1, 2022.

(IPMC violations). Any person failing to comply with a citation with Section 107 shall be deemed responsible for a violation. Any person failing to comply with a citation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute any other appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy



CITY OF HILLSDALE

Code Enforcement

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6455 FAX: (517) 437-6448
codeenforcement@cityofhillsdale.org

SANDAHL, SUNSHINE
ELKINS, JORDAN S
36 HOWDER ST.
HILLSDALE, MI 49242

Notice Date: February 01, 2022
Property Address: 36 HOWDER ST
Enforcement Number: E2017-0247

MUNICIPAL CIVIL INFRACTION CITATION OF VIOLATION ISSUED

Dear Property Owner,

Municipal Civil Infraction Citation of Violation Number H1399 has been issued (enclosed) as a result of violation(s) of Hillsdale Municipal Code(s) as indicated. All correspondence related to the Notice of Violation should be sent to:

Hillsdale District Court
49 N. Howell St.
Hillsdale, MI 49242

Issuance of the Citation does not release you from your responsibility as the property owner to correct the violations (complete list contained at the end of this letter). If there are other property maintenance concerns which have not been cited by this office but which will have an effect on the timetable for correction of the cited violations, or if you are unable to make the corrections at this time due to hardship or other reasons, please include that information in your written plan along with any steps you have taken toward resolving those issues. **Failure to make corrections or to contact this office by the previous deadlines has resulted in issuance of a Municipal Civil Infraction Citation of Violation. This action is deemed necessary to protect the health and safety of the public.**

Sincerely,
Alan Beeker
Zoning Administrator

- IPMC Section 106.3 - Prosecution of violation (IPMC violations). Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction, and the violation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute any other appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy

of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which this structure is located and shall be a lien upon such real estate.

- HMC Section 6.63. Use and occupancy permit required. It shall hereafter be unlawful for any person to enter into the use or occupancy of any structure or portion thereof or to permit or suffer the use and occupancy of any structure or portion thereof located in the city without having first obtained a valid use and occupancy permit from the code official, or his designee, in accordance with the provisions of this article. Any person who shall violate any provision of this section shall, upon a finding of responsibility, be chargeable with and responsible for a municipal civil infraction pursuant to chapter 20 of the Code of the City of Hillsdale and all other applicable ordinance provisions of the 2009 International Property Maintenance Code.
- HMC Section 28.44. Penalties (HMC Section 28 Solid Waste violations). Any person who shall violate any provision of this article shall, upon finding of responsibility, be chargeable with and responsible for a municipal civil infraction.
- HMC Section 30.90(c). Failure to clear sidewalks; Penalty. Any owner or occupant of a lot or parcel adjoining a public sidewalk who shall violate any provision of section 30.89 shall be chargeable with a municipal civil infraction and, upon a finding of responsibility, shall be responsible for a civil fine as established pursuant to chapter 20 of the Code of the City of Hillsdale, as amended.

Complete list of open violations for 36 HOWDER ST:

- *HMC 6-63 USE AND OCCUPANCY PERMIT REQUIRED. IT SHALL HEREAFTER BE UNLAWFUL FOR ANY PERSON TO ENTER INTO THE USE OR OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF OR TO PERMIT OR SUFFER THE USE AND OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF LOCATED IN THE CITY WITHOUT HAVING FIRST OBTAINED A VALID USE AND OCCUPANCY PERMIT FROM THE CODE OFFICIAL, OR HIS DESIGNEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. ANY PERSON WHO SHALL VIOLATE ANY PROVISION OF THIS SECTION SHALL, UPON A FINDING OF RESPONSIBILITY, BE CHARGEABLE WITH AND RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION PURSUANT TO CHAPTER 20 OF THE CODE OF THE CITY OF HILLSDALE AND ALL OTHER APPLICABLE ORDINANCE PROVISIONS OF THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE.*
- *INSPECTOR COMMENTS: THE STRUCTURE MAY NOT BE OCCUPIED WITHOUT A VALID USE AND OCCUPANCY PERMIT. YOU MUST VACATE THE PREMISES BY 1/31/2022 UNLESS YOU HAVE OBTAINED A VALID PERMIT.*
- 108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY. A STRUCTURE IS UNFIT FOR HUMAN OCCUPANCY WHENEVER THE CODE OFFICIAL FINDS THAT SUCH STRUCTURE IS UNSAFE, UNLAWFUL OR, BECAUSE OF THE DEGREE TO WHICH THE STRUCTURE IS IN DISREPAIR OR LACKS MAINTENANCE, IS INSANITARY, VERMIN OR RAT INFESTED, CONTAINS FILTH AND CONTAMINATION, OR LACKS VENTILATION, ILLUMINATION, SANITARY OR HEATING FACILITIES OR OTHER ESSENTIAL EQUIPMENT REQUIRED BY THIS CODE, OR BECAUSE THE LOCATION OF THE STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OF THE STRUCTURE OR TO THE PUBLIC.
- 108.1.5 DANGEROUS STRUCTURE OR PREMISES. FOR THE PURPOSE OF THIS CODE, ANY STRUCTURE OR PREMISES THAT HAS ANY OR ALL OF THE CONDITIONS OR DEFECTS DESCRIBED BELOW SHALL BE CONSIDERED DANGEROUS: 6. THE BUILDING OR STRUCTURE, OR ANY PORTION THEREOF, IS CLEARLY UNSAFE FOR ITS USE AND OCCUPANCY.

STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE COUNTY OF HILLSDALE

CITY OF HILLSDALE,

Plaintiff,

File Nos. 22-H1399A ON
22-H1399B ON

v.

HON. MEGAN R.M. STIVERSON
District Court Judge

SUNSHINE HEAVEN SANDAHL,

Defendant.

Thomas L. Thompson (P48937)
LOVINGER & THOMPSON, P.C.
Attorneys for Plaintiff
91 S. Broad Street, P.O. Box 358
Hillsdale, Michigan 49242
Voice: (517) 439-1421
Facsimile: (517) 439-9030
Email: tlthompsonsr@me.com

Sunshine Heaven Sandahl
Defendant, In Pro Per
36 Howder St.
Hillsdale, Michigan 49242

DEFAULT JUDGMENT

At a session of said Court held in the Courthouse
Annex in the City of Hillsdale, County of Hillsdale,
State of Michigan, this 22nd day of March, 2022.

PRESENT: HON. MEGAN R.M. STIVERSON
District Court Judge

This matter having been scheduled for a formal hearing on March 3, 2022, at which the Defendant failed to appear and a default having been accordingly entered against the Defendant, and the Court being otherwise fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Defendant, Sunshine Heaven Sandahl, is found by default to be responsible for the violation of the requirements of Section


108.1.3 of the International Property Maintenance Code as adopted by the City of Hillsdale, and Section 6-63 of the Hillsdale Municipal Code, as generally described on the Municipal Civil Infraction Citation issued in this matter, with regard to the property located at 36 Howder Street in the City of Hillsdale, Michigan, said violations constituting a municipal civil infraction;

~~IT IS FURTHER ORDERED AND ADJUDGED~~ that the Defendant, Sunshine Heaven Sandahl, is hereby assessed fines in the amount of \$ 130, and costs in the amount of \$ 40.

IT IS FURTHER ORDERED AND ADJUDGED that, within sixty (60) days of the date of this Judgment, Defendant shall bring the property located at 36 Howder Street, Hillsdale, Michigan, 49242, into compliance with the requirements of the applicable municipal ordinances by repairing the roof on the residential home located on the premises to the reasonable satisfaction of the Code Official for the City of Hillsdale and by completing all requirements under the applicable City ordinances to obtain a valid use and occupancy permit for the premises at 36 Howder Street, Hillsdale, Michigan. Upon the completion of the work, and prior to the expiration of the 60-day period provided for above, Defendant shall contact the office of the Code Official for the City of Hillsdale and arrange for an inspection of the property to verify that the property is in compliance with the requirements of this Judgment.

IT IS FURTHER ORDERED AND ADJUDGED that in the event that Defendant fails to bring the property into compliance within such 60-day period, the premises located at 36 Howder Street, Hillsdale, Michigan, shall be vacated until such time as both the roof is repaired so as to render the residential home habitable and a valid use and occupancy permit is obtained.

Except with regard to the continuing jurisdiction of this Court to enforce the executory provisions hereof, this Judgment resolves the last pending claim and closes this case.


Hon. Megan Stiverson (P67160)
District Court Judge

Prepared by:
Thomas L. Thompson (P48937)
Attorney for Plaintiff
91 S. Broad St., P.O. Box 358
Hillsdale, Michigan 49242
Phone: (517) 439-1421
Email: tlthompsons@me.com



006-126-103-08

36 HOWDER ST

2022-08-11 CODE ENF



006-126-103-08

36 HOWDER ST

2022-08-11 CODE ENF



2022.6.22 15:11

006-126-103-08

36 HOWDER ST

2022-06-22_1



2022.6.22 15:11

006-126-103-08

36 HOWDER ST

2022-06-22



006-126-103-08

36 HOWDER ST

2022-05-31



006-126-103-08

36 HOWDER ST

2022-05-20



006-126-103-08

36 HOWDER ST

2022-02-01_1



006-126-103-08

36 HOWDER ST

2022-02-01



006-126-103-08

36 HOWDER ST

2021-10-22_5



006-126-103-08

36 HOWDER ST

2021-10-22_4



006-126-103-08

36 HOWDER ST

2021-10-22_3



006-126-103-08

36 HOWDER ST

2021-10-22_2



006-126-103-08

36 HOWDER ST

2021-10-22_1



006-126-103-08

36 HOWDER ST

2021-10-22



006-126-103-08

36 HOWDER ST

2021-09-29

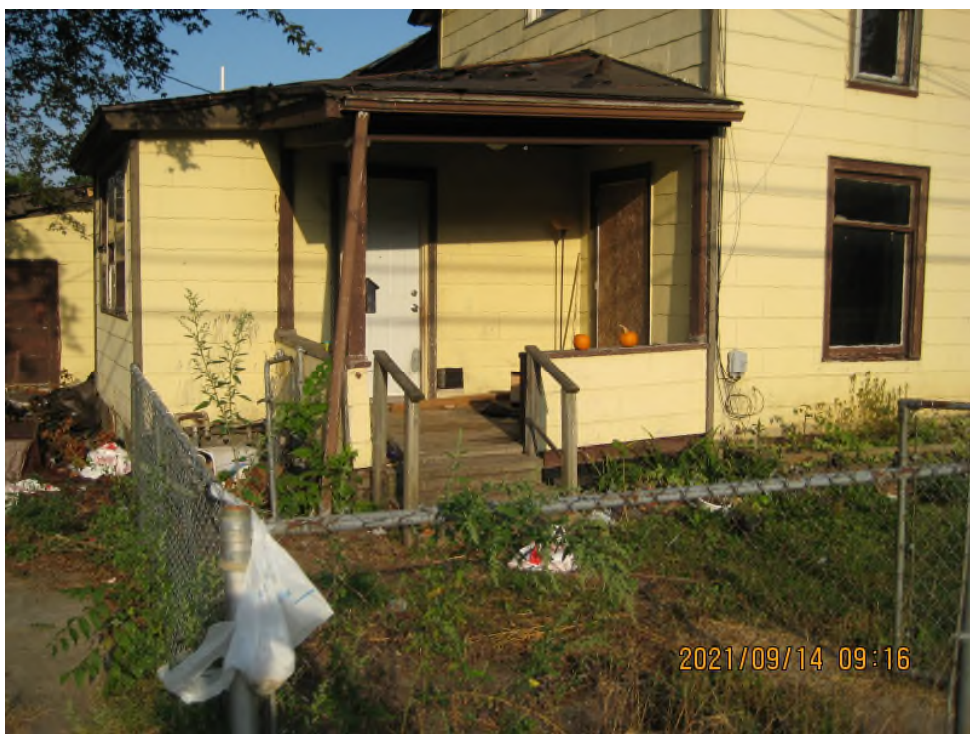


006-126-103-08

36 HOWDER ST

2021-09-14_3

2021/09/14 09:16



2021/09/14 09:16

006-126-103-08

36 HOWDER ST

2021-09-14_2



2021/09/14 09:16

006-126-103-08

36 HOWDER ST

2021-09-14_1



2021/09/14 09:16

006-126-103-08

36 HOWDER ST

2021-09-14



2020/06/04 10:47

006-126-103-08

36 HOWDER ST

2020-06-04



006-126-103-08

36 HOWDER ST

2019-12-05

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022
Agenda Item: New Business
Subject: Street Closures for Train Tour Event

Background:

On August 27th, 28th and October 1, 2022 the Fort Wayne Railroad Historical Society Inc. and Northeast Indiana Rail Tourism Sponsorship will be conducting a Train Tour Event which will stop in the City of Hillsdale on each date at 11:30 a.m. till 3:00 p.m. This event will be bringing 450 passengers and many others in vehicles; therefore for public safety purposes based on the amount of people moving from the Depot area to the downtown and for train ride staging, Hillsdale Street between East Carleton Road and Monroe Street will be closed to all traffic from 10:30 a.m. till 4:00 p.m. on each of the listed dates. This also allows for outdoor dining opportunities included with the event. See attached Traffic Control Order.

Recommendation:

Approval is recommended based on Public Safety needs and at the request of the Rail Company and Economic Development. Approval has been given by the Department of Public Services and the Hillsdale Brewing Company.

Scott A. Hephner




Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2022-31

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

Hillsdale St. between Carleton Rd. and Monroe St. will be closed to all traffic from 10:30 am to 4:00 pm on Saturday, August 27, 2022, Sunday, August 28, 2022 and Saturday, October 1, 2022 for a Historic Steam Powered Passenger Train (Indiana Northeastern) bringing over 400 visitors each day to downtown Hillsdale.

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

08/11/22
Date

Received for filing in the office of the City Clerk at 9:00 a.m. on the 11 day of August, 2022.

City Clerk

08/11/22
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: New Business

Subject: Street Closures for Train Tour Event

Background:

On August 27th, 28th and October 1, 2022 the Fort Wayne Railroad Historical Society Inc. and Northeast Indiana Rail Tourism Sponsorship will be conducting a Train Tour Event which will stop in the City of Hillsdale on each date at 11:30 a.m. till 3:00 p.m. This event will be bringing 450 passengers and many others in vehicles. Along with our local dining options, food trucks will be utilized for the event. McCollum Street will be closed to all traffic between N. Howell Street and the Mid-Town alley for placement of food trucks and picnic tables. Closure will be from 7:00 a.m. on Saturday August 27 till 5:00 p.m. on Sunday August 28, 2022. Closure will also take place on October 1, 2022 from 7:00 a.m. till 5:00 p.m. See attached Traffic Control Order.

Recommendation:

Approval is recommended as this is a coordinated event between Indiana North East Rail Road and Hillsdale Economic Development.

Scott A. Hephner



Chief of Police / Fire Chief


TRAFFIC CONTROL ORDER
2022-32

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.

McCollum St. between Howell St. and Mid-Town alley will be closed to all traffic and there shall be no parking on either side from 7:00 am on Saturday, August 27, 2022 to 5:00 pm on Sunday, August 28, 2022 for food trucks with outdoor dining in association with the Historic Steam Powered Passenger Train (Indiana Northeastern) bringing over 400 visitors each day to downtown Hillsdale.

McCollum St. between Howell St. and Mid-Town alley will be closed to all traffic and there shall be no parking on either side from 7:00 am to 5:00 pm on Saturday, October 1, 2022 for food trucks with outdoor dining in association with the Historic Steam Powered Passenger Train (Indiana Northeastern) bringing over 400 visitors each day to downtown Hillsdale

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

08/11/22

Date

Received for filing in the office of the City Clerk at 9:00 a.m. on the 11 day of August, 2022.

City Clerk

08/11/22

Date

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: New Business

SUBJECT: ICMA Retirement Plans Cancellation Notice

BACKGROUND PROVIDED BY: David Mackie, City Manager

Historically the City has offered two retirement plan providers to employees. They are MERS and ICMA. MERS provides the City's defined benefit plans and other individual retirement accounts and ICMA provides a 457 and 401 plans.

Attached is the ICMA Administrative Services Agreement for your review. The expiration of the ICMA plan is October 26, 2022 with automatic 1-year renewals if they are not notified of cancellation 60 days prior to expiration, which is August 26, 2022. Given the expiration date and automatic renewal the HR Director and I started reviewing the agreement. After the review we would like Council's permission to issue that cancellation notice and to start working with Compliance 401K to bring forward an agreement to transition too. Attached is Compliance 401k's proposal. The biggest difference between the two plans is that ICMA is not a fiduciary and Compliance 401k is a fiduciary. Otherwise the fees and investment options are comparable.

The HR Director and I have meet with the ICMA contributing employees and the Finance Committee to discuss the possible transition.

RECOMMENDATION:

Authorize the City Manager to issue ICMA a cancellation notice for their City of Hillsdale's 457 and 401 retirement plans and instruct the preparation of an agreement with Compliance 401k.

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Hillsdale

Type: 457

Account #: 301356

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the 26 day of Oct, 2017 between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Hillsdale ("Employer"), a City organized and existing under the laws of the State of Michigan with an office at 97 North Broad Street, Hillsdale, Michigan 49242.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

In addition to serving as investment adviser to VantageTrust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group

variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.29% per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds,

which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

8. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-

RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend five (5) years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF HILLSDALE

By David E. Mackie / 10-26-17
Signature/Date

By David E. Mackie, City Manager
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By Erica McFarquhar
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Employer will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other and documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any

time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.
- (o) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).



401(k) PLAN PROPOSAL



MEP 401K
multiple employer plan

PROPOSAL FOR:
City of Hillsdale



1095 Evergreen Circle, Suite 462
The Woodlands, Texas 77380

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11 MESIROW Financial

12 STADION STORYLINE

13 The Navigate Line
24 Hours Phone Service

OUR GOALS

The Compliance 401K MEP performs 95% of all Administrative and Fiduciary tasks within the Plan, allowing you to devote your time and energy on growing your business, while we focus our efforts on protecting your business.



Large corporations offering a 401(k) Plan to their employees, take advantage of lower administrative & asset fees because of the size of their Plans.

Small to mid-sized companies offering a 401(k) Plan to their employees, pay much higher fees because of the lower amount of their Plan's assets.

A Multiple Employer Plan (MEP) is a 401(k) Plan that is designed for participating unrelated employers who have no commonality, except for providing retirement benefits to their employees. A MEP also provides lower Plan fees because it is a large 401(k) Plan with many Adopting Employers. The MEP's asset size increases scale & passes those lower fees to each Adopting Employer. Each Adopting Employer can keep their current 401(k) Plan design based on their unique needs & goals.

Compliance 401K's goal is to provide lower fees while reducing employer administrative responsibilities & Fiduciary liability by 95%! The Compliance 401K™ MEP features a two layer "protective shield" for the Adopting Employer, including the services of:

- Compliance 401K, which is both the ERISA 3(16) & 402(a) Named Fiduciary
- ERISA 3(38) Investment Fiduciary



PLAN & FEE SUMMARY

06/08/2022

EMPLOYER

City of Hillsdale

PLAN ASSETS	
ESTIMATED ANNUAL CONTRIBUTIONS	
ELIGIBLE EMPLOYEES	69
EMPLOYEES WITH BALANCES	86

PLAN PRICING

ANNUAL ASSET-BASED FEES

AMERITAS ASSET-BASED FEE	0.25%
AVERAGE FUND EXPENSE	0.07%
MESIROW 3(38) INVESTMENT FIDUCIARY FEE	0.05%
COMPLIANCE 401K ERISA 3(16)/402(a) FIDUCIARY SERVICES ANNUAL FEE	0.45%
BROKER COMPENSATION	0.50%

TOTAL ANNUAL ASSET-BASED FEES 1.32%

COMPLIANCE 401K (ONE TIME) INSTALLATION FEE* WAIVED	\$ 1,500
AMERITAS ANNUAL FEE*WAIVED	\$ 0
AMERITAS ANNUAL PARTICIPANT FEE* {86*\$15}	\$ 1,290
EGPS PLAN DOCUMENT (ONE TIME) FEE WAIVED	\$ 0

TOTAL 1ST YEAR NON-ASSET BASED FEES \$ 2,790

EGPS ANNUAL TPA ADMINISTRATION FEE 2nd YEAR+	\$ 1,900
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TOTAL 2ND YEAR+ NON-ASSET BASED FEES \$ 3,190

ADDITIONAL SERVICE FEES (per occurrence)

AMERITAS	ECONOMIC GROUP PENSION SERVICES	STADION
Distribution fee \$ 30	Amendments \$300	Managed Account Services: 0.35% per participant utilizing this service.
Annual Loan Maintenance \$ 24	New Comparability Profit Sharing Calculations: \$500	
Plan Termination \$ 500	Distribution Fee \$50	
	Minimum required Distribution \$50	

Note: * These fees can be paid directly by the employer or paid from Plans Assets.

PRICING EFFECTIVE 90 DAYS FROM PROPOSAL DATE.

By planning, saving and working together, we'll create a retirement savings program that works for your employees and your business.

\$	Name	Category	Net Exp Ratios
0.00	Vanguard Developed Markets Index, Admiral Shares	FOREIGN LARGE BLEND	0.07%
0.00	Vanguard® Total Bond Market Index, Admiral Shares	INTERMEDIATE-TERM BOND	0.05%
0.00	Vanguard® 500 Index, Admiral Shares	LARGE BLEND	0.04%
0.00	Vanguard® Growth Index, Admiral Shares	LARGE GROWTH	0.05%
0.00	Vanguard® Value Index, Admiral Shares	LARGE VALUE	0.05%
0.00	Vanguard Mid-Cap Index, Admiral Shares	MID-CAP BLEND	0.05%
0.00	Vanguard Mid-Cap Growth Index, Admiral Shares	MID-CAP GROWTH	0.07%
0.00	Vanguard Mid-Cap Value Index, Admiral Shares	MID-CAP VALUE	0.07%
0.00	Vanguard Balanced Index, Admiral Shares	MODERATE ALLOCATION	0.07%
0.00	Fidelity VIP Government Money Market, Initial Class	MONEY MARKET - TAXABLE	0.21%
0.00	Vanguard® Target Retirement Income, Investor Shares	RETIREMENT INCOME	0.13%
0.00	Vanguard® Small Cap Index, Admiral Shares	SMALL BLEND	0.06%
0.00	Vanguard Small Cap Growth Index, Admiral	SMALL GROWTH	0.07%
0.00	Vanguard® Small Cap Value Index, Admiral Shares	SMALL VALUE	0.07%
0.00	Guaranteed Select	STABLE VALUE/GUARANTEED	0.00%
\$0.00	Total	Average Cost using equal weighting	0.07%
		Average Cost using \$ weighting	No \$ Selected

Participants defaulted into the QDIA will be charged 0.15% annually for the RetireExpress glidepath. Participants may elect to customize the glidepath through Stadion Advisor Choice for an additional 0.20% (0.35% total).

Notes:

- Average Cost includes all funds selected
- Average includes Guaranteed Account

AMERITAS LIFE INSURANCE CORP. ADVANTAGE ELITE

You could lose money by investing in the Fidelity VIP Money Market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fidelity VIP Money Market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Money Market fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Compliance 401K™ and Ameritas® are separate unaffiliated entities.



HOW JOINING HELPS EMPLOYERS



We do all the work, so you can focus on your business.

▶ 56 PLAN SPONSOR RESPONSIBILITIES WITHOUT THE MEP:

- 3(38) Investment Manager Appointment
- 402 (g) Limit Reporting
- 404 (a) (5) Notice Distribution
- Annual Discrimination & Coverage Testing
- Annual Fee Negotiations with Vendors
- Audit Completion Support
- Audit Firm Hiring & Monitoring
- Auto Enrollment Notice Distribution
- Beneficiary Designation Form Maintenance
- Beneficiary Determinators
- Blackout Notice Distribution
- Census Review
- Corrective Distributions
- Death Benefit Approval
- Distribution Reporting
- DOL and IRS Issue Resolution
- Eligibility Calculations
- Eligibility Notifications
- Employer Contribution Monitoring
- ERISA Bond Review
- Error Correction Monitoring
- Fiduciary Insurance Coverage Review
- Force Out Processing
- Form 5330 Preparation
- Form 5500 Preparation, Signing & Filing
- Form 8955 Preparation, Signing & Filing
- Fund Change Notice Distribution
- Hardship Withdrawal Approval
- Loan Approval & Reporting
- Loan Default Monitoring
- Loan Policy Administration
- Lost Earnings Calculations
- Participant Enrollment Assistance
- Payroll Aggregation
- Payroll File Aggregation
- Plan Design Review
- Plan Document Interpretation
- Plan Document Preparation & Archiving
- Plan Irregularity Notification
- QDIA Notice Distribution
- QDRO Determinations & Reporting
- Quarterly Investment Review Meetings
- Rate Change Monitoring & Reporting
- Required Minimum Distributions
- Safe Harbor Notice Distribution
- SAR Production & Distribution
- SMM Notice Distribution
- SPD Production & Distribution
- Spousal Consent Approvals
- Termination Date Verification & Maintenance
- Termination Withdrawal Approval
- Trustee Duties
- Upload Payroll Files*
- Vesting Verification & Tracking
- Year End Data Collection & Review

▶ WHICH SET OF RESPONSIBILITIES WOULD YOU RATHER HAVE?

Plan Sponsor Responsibilities with the MEP

- ▶ Upload Payroll Files*
- ▶ Year End Data Collection*
- ▶ Monitor Providers

*Required, but may be provided by payroll company

The MEP performs

95% of administrative tasks by becoming your retirement department support team.

EVERY EMPLOYER TELLS US THE SAME THING

They want to provide a retirement plan for their employees that...

They don't want to be 401(k) experts.

Is Easy to Administer

Compliance 401K and EGPS are your 401(k) Department, performing 95% of the administrative tasks for your plan. This is the highest in the industry.



They don't want to overpay.

Is Cost Competitive

The Compliance 401K MEP is comparable in price to plans that offer far fewer services.

Ameritas, Compliance 401K and EGPS provide unparalleled value by overachieving across the board.

Ameritas is proud to be in the business of fulfilling life; offering competitive insurance, employee benefits and financial products and services to customers nationwide. Founded in 1887, and with over 60 years in the retirement plans marketplace, Ameritas remains committed to building enduring relationships. Ameritas is an organization, focused on providing customers with consistent exceptional service. The goal of Ameritas is to help enable a life that's rich in family, happiness, health and financial security.



They don't want fines or penalties.

Keeps Them Compliant

67% of all US plans Fail their audits. Compliance 401K and EGPS provide resources to keep your plan in compliance.

They don't want to be at risk.

Protects Them From Fiduciary Liability

Compliance 401K is the ERISA 3(16) & 402(a) Name Fiduciary for your plan, accepting fiduciary liability at the highest level in the industry.



They want to know that the plan is excellent from end to end.

Are from Experienced Well-Known National Providers

Compliance 401K, Ameritas and EGPS - Your plan is administered by true leaders in the industry.

SERVICES INCLUDED IN THE MULTIPLE EMPLOYER PROGRAM

This retirement plan option comes bundled with all these features

ADMINISTRATION

▶ **Payroll & Participant Data Tracking**

- ▶ Timely tracking of employer contributions, consolidate and coordinate payroll processing, file correction and support.
- ▶ Reporting on payroll changes back to you or your payroll provider (rate changes, loans, hardships), Eligibility and entry date tracking.
- ▶ 402(g) tracking for employee deferrals.

▶ **Participant-level Communication**

- ▶ Automatically send notices of your employees' eligibility, coordinate and send all required notices for your employees.

▶ **Participant Loan and Distribution Processing**

- ▶ Automatically approve loans and distributions for those employees that meet the requirements of your Plan distributions.

COMPLIANCE

▶ **Plan-Level Support Services**

- ▶ Form 5330 calculations
- ▶ Form 5500 preparation (short form or long form) and Compliance Testing
- ▶ Audit Support (financial statements, payroll reconciliation, document collection, client- auditor liaison)

RISK

▶ **Fiduciary Responsibilities**

- ▶ 3(16) /402(a) Plan Administrator and Named Fiduciary, 3(38) Investment Fiduciary
- ▶ Audit Support
- ▶ Monitoring Service Providers
- ▶ Legal Process
- ▶ Benefit Payments
- ▶ Document Requests
- ▶ Form 5500 Signing and Filing, Claims Appeals
- ▶ Processing Beneficiary Settlement and Terminations
- ▶ Interpreting Plan Documents

WE HELP YOUR EMPLOYEES PREPARE

▶ Retirement Readiness

Preparing for retirement, or retirement readiness, can be a daunting task. Given the unique circumstances of each employee, there is no cookie-cutter approach to retirement planning. Regardless of age or personal financial situation, we can help your employees plan their financial future.

▶ Online Educational Tools

The Ameritas website offers your employees tools and information to help them develop a retirement strategy that fits their personal and financial situation.

This includes:

- ▶ Newsletters with motivational tips to help improve financial planning.
- ▶ Calculators to help employees estimate how much savings they need for a fulfilling retirement.
- ▶ Videos to assist with investment concepts and planning strategies.

▶ Online Enrollment – 24/7 With SmartPlan

The SmartPlan enrollment process uses an interactive video-based platform to walk your participants through the entire enrollment process. Driven by vWise, Inc., SmartPlan delivers relevant, bite size modules of information, in both English and Spanish, that your employees can access when and where it works best for them. At any point during the process, employees can learn more by accessing engaging videos that present timely topics such as asset allocation, equity styles and retirement readiness. Whether an employee is new to your plan or an existing participant, they will be able to design their experience to meet their specific needs and goals.

This personalization results in:

- ▶ More engaged, confident employees who are better equipped to pursue the retirement they deserve.
- ▶ A more productive workforce that better understands the value of the benefits your company provides.

And with SmartPlan, the process is paperless — no enrollment forms and no paper enrollment books. All you need to do is provide Ameritas with current email addresses for your employees and SmartPlan takes it from there.

Simple. Easy. Efficient

Traditional onsite enrollment meetings are also available.

Asset Allocation and Portfolio Diversification

Our Asset Allocation Investor Questionnaire is the first step in helping your employees select a well-balanced investment portfolio. This selection is based on key personal factors, such as their risk tolerance and their time horizon for their retirement goals. This process helps them develop reasonable financial expectations and evaluate their attitude toward risk and return.

Your employees can use their personal asset allocation models to create an investment portfolio that matches their financial goals and risk tolerance. Our portfolio options range from aggressive to conservative with models for all types of investors. As part of our review process, we could change these models as we work towards providing you and your employees with choices to fit specific risk tolerances and time horizons. Your employees can also revise their portfolio—automatically or manually — as their personal and financial situations change.



WHO WE ARE

Helping build goals and dreams

OUR HISTORY AND MISSION

Since 1971, EGPS has been providing industry-leading retirement plan design, administration, and actuarial services. We strive to ensure our partners, employers, and employees see their goals and dreams come to fruition by saving for the future. Our goal is to ensure you meet yours.

helping over
150,000
participants save

serving
5,000 +
retirement plans

available in all
50
states

providing
1
dedicated contact
for each plan



OUR PEOPLE

The EGPS team is comprised of friendly, professionally credentialed employees. With an in-house compliance team of ERISA experts, enrolled actuaries, and dedicated plan consultants, we are confident we can help you tackle any problem. Below are just a few industry designations our people have worked hard to attain in order to provide the best service to our partners and clients.

- CPA
- ERPA
- QPA
- QKA
- TGPC
- EA
- MSPA
- FSA

OUR VALUES

Our team, the foundation of EGPS, is driven by our values:

- 1 LOYALTY
- 2 HUMILITY
- 3 RESPECT
- 4 CREATIVITY
- 5 COLLABORATION
- 6 ABUNDANCE MENTALITY
- 7 PERSONAL & PROFESSIONAL GROWTH
- 8 STRUCTURE & ORGANIZATION
- 9 INTEGRITY

Mesirow

Institutional Asset Management Investment Strategies Fiduciary Partnership

Since 1937, we've been driven by our clients and their needs. As specialists in investment, risk management and advisory services, we relentlessly pursue solutions to help our clients prosper.

3(38) FIDUCIARY SERVICES

A fiduciary's role comes with a heavy burden of accountability for the investment options that they offer to participants. Through a customized, consultative approach, Mesirow's 3(38) Fiduciary mitigates fiduciary risk associated with investment selection and monitoring.

Management Service Under Section 3(38) of ERISA

Under the 3(38) Fiduciary Partnership Service, Mesirow takes full discretion for selecting, monitoring and, if necessary, replacing investment options within the plan lineup. These Discretionary Investment Option Lineups are built by Mesirow to match a wide range of plan demographics.

Expertise

Mesirow is a pioneer of third-party fiduciary solutions leveraging more than 16 years of average industry experience within our team. By utilizing our PrecisionAlpha® process, a proprietary manager selection methodology, we can more accurately account for a manager's true potential for success and active level of risk.



Legal Protection

Mesirow defends all claims within the scope of its fiduciary duty. Indemnification for plan sponsors and advisors is not subject to a liability cap.

Mesirow Financial
353 N. Clark Street
Chicago, IL 60654

Mesirow

Advisory services offered by Mesirow Financial Investment Management, Inc., an SEC-Registered Investment Advisor. Securities offered through Mesirow Financial, Inc., member FINRA and SIPC. Advisory Fees are described in Mesirow Financial Investment Management Inc.'s Part 2A of the Form ADV. Mesirow Financial refers to Mesirow Financial Holdings, Inc. and its divisions, subsidiaries and affiliates. The Mesirow Financial name and logo are registered service marks of Mesirow Financial Holdings, Inc., © 2019, Mesirow Financial Holdings, Inc. All rights reserved.

StoryLine

Personalized investment service helping participants prepare for retirement

Founded in 1993, Stadion is a managed account provider focused on helping participants prepare for retirement. We believe a one-size-fits-all investment approach does not account for the differences of each individual, which could impact participants being prepared for retirement. **StoryLine is a comprehensive investment service designed to improve participant outcomes through personalization.**

StoryLine Key Features

- Stadion uses multiple data points from the recordkeeper to create personalized participant allocations. Participants can further customize through engagement.
- Allocations are constructed using the plan's investment lineup or with Collective Investment Trusts (CITs).
- Stadion's investment team monitors participant accounts daily and adjusts allocations as needed.

Plan Sponsors Benefits

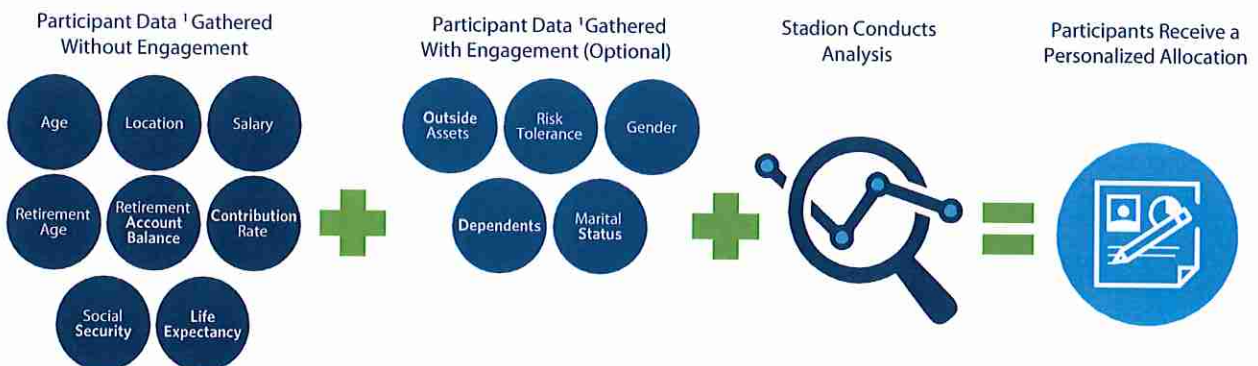
- Enhances the plan sponsor's benefit package by offering participants professional account management
- No cost to the plan sponsor
- Fiduciary protection when offered as QDIA

Plan Participant Benefits

- Personalized retirement portfolio
- Simple enrollment process and ongoing support
- Retirement account is professionally managed

Path to Personalization

Below is an example of how Stadion creates personalized allocations.



¹ The list represents examples of participant data inputs. Stadion may consider using any input(s) referenced, as well as inputs that are not listed. Actual data used may vary based on the recordkeeper and participant.

The Navigate Line 855-4800-NAV(628)

One Simple Number for all your Retirement Questions



When needing information on your retirement plan, there is one number to call. Our Navigate Line will always be answered providing a level of great experience everyone deserves. Please call this number for access to your retirement account, a loan, statement or just have a question call 855-4800-NAV.

CONSIDER OUR EASE OF COMMUNICATION:

24/7 Commitment

A LIVE CLIENT ADVOCATE WILL ALWAYS ANSWER

We understand that today's business schedule runs on 24 hour access, 7 days a week. Our Client Advocates will direct you to the correct Advocate department the first time.

We speak your language

ENGLISH AND SPANISH SPEAKERS

We value your employee's time and commitment and take measures to provide clear and concise information in their preferred language for full comprehension.

United States Based Call Center

ENSURE EVERYTHING'S IN SAFE ORDER

We believe and are committed to safe guarding all personal and business information. All client advocates and call centers are based in the United States.



City of Hillsdale

Agenda Item Summary

Meeting Date: August 15, 2022

Agenda Item: Action Item

Subject: Hart MI Solar PPA Project VI

Background: Jake Hammel, Electric Superintendent

The Hillsdale BPU entered into an agreement as a member of the Michigan South Central Power Agency for bulk power purchasing originating in 1979. Under this agreement projects may be purchased to supplement the existing contract.

The MSCPA and City of Hillsdale have determined that the acquisition, construction, furnishing and equipping of the Hart Solar project (Project VI), a solar generating facility, located in Oceana County, Michigan, is necessary and in the best interests of the MSCPA and the City of Hillsdale.

The City will receive up to an 18.6% entitlement share at 7.0MW of the 37.7MW of renewable solar power purchased by the MSCPA.

Recommendation:

Staff recommends approval of the Supplemental Power Sales Contract, and the Resolution Approving the Hart Solar Project (VI).

SUPPLEMENTAL POWER SALES CONTRACT

BETWEEN

THE MICHIGAN SOUTH CENTRAL POWER AGENCY

AND

THE CITY OF HILLSDALE, MICHIGAN

(PROJECT VI)

Dated as of August 15, 2022

Supplementing the

POWER SALES CONTRACT

Dated as of September 15, 1979

SUPPLEMENTAL POWER SALES CONTRACT

THIS SUPPLEMENTAL POWER SALES CONTRACT dated as of August 15, 2022 between the MICHIGAN SOUTH CENTRAL POWER AGENCY, a public body politic and corporate of the State of Michigan (the “Agency”), and the CITY OF HILLSDALE, Michigan, a political subdivision of the State of Michigan (the “Municipality”).

WITNESSETH:

WHEREAS, the Agency and the Municipality have previously entered into a Power Sales Contract dated as of September 15, 1979, as amended by the Agency and the Municipality as of November 6, 2000 (the “Power Sales Contract”); and

WHEREAS, pursuant to Section 14 of the Power Sales Contract, the Power Sales Contract may be supplemented at any time by agreement of the Agency and the Municipality (i) to add one or more Projects to the Projects set forth in the Power Sales Contract and (ii) to set forth any other necessary or desirable provisions relating to that Project; and

WHEREAS, the Agency and the Municipality desire to supplement the Power Sales Contract to provide for, among other things, the addition of Project VI and to provide certain provisions relating to Project VI, including provisions relating to the Entitlement Share and a description of Project VI.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE I DEFINITIONS

All terms used in this Supplemental Power Sales Contract which are defined in the Power Sales Contract shall have the meaning as defined in the Power Sales Contract, unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent.

ARTICLE II AMENDMENT OF CERTAIN DEFINITIONS IN POWER SALES CONTRACT

The following definitions in the Power Sales Contract is hereby amended to read in its entirety as follows:

“Project” means Project I and Project VI and any other project, system or facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy, except that the term Project shall not include the Substation Project. With respect to any Municipality, the term Project shall not apply to any Project in which that Municipality does not have an Entitlement Share.

ARTICLE III
ADDITION OF ADDITIONAL DEFINITIONS IN POWER SALES CONTRACT

The following definition is added to Section 1 of the Power Sales Contract to read in its entirety as follows:

“Project VI” means the Hart Solar project, which is a proposed solar electric generating facility of Hart Solar Partners, LLC, a Delaware limited liability company (the “Seller”), used to generate electricity utilizing renewable solar power from the photovoltaic modules located at the site located in Oceana County, Michigan, including Seller’s Interconnection Facilities (as such term is defined in the Hart Contract) and any and all additions, replacements or modifications, and all related appurtenances and attachments.

ARTICLE IV
ADDITION TO SECTION 4(b) OF POWER SALES CONTRACT

The following paragraph shall be added to Section 4(b) of the Power Sales Contract:

The Agency hereby sells, and the Municipality hereby purchases, the Municipality’s Entitlement Share of Project VI Capability, set forth below. Subject to adjustments pursuant to Section 12, the Project VI Entitlement Share of the Municipality shall be as follows:

<u>Municipality</u>	<u>Project VI Entitlement Share</u>
Hillsdale	10.23% (3.5MW of the 34.2MW purchased by the Agency pursuant to the Hart Contract)

The purchase price to be paid each month by the Municipality to the Agency for its Entitlement Share of Project VI Capability shall be the Municipality’s Entitlement Share of Project VI Monthly Project Fixed Costs determined in accordance with Section 5.

ARTICLE V
ADDITION TO EXHIBIT A OF POWER SALES CONTRACT

The following description of Project VI shall be added to Exhibit A of the Power Sales Contract:

PROJECT VI DESCRIPTION

Project VI will consist of the Hart Solar project, which is a proposed solar electric generating facility of Hart Solar Partners, LLC, a Delaware limited liability company (the “Seller”), used to generate electricity utilizing renewable solar power from the photovoltaic modules located at the site located in Oceana County, Michigan, including Seller’s Interconnection Facilities (as defined in the Hart Contract) and any and all additions, replacements or modifications, and all related appurtenances and attachments.

ARTICLE VI
AMENDMENT OF SECTION 6(A) OF POWER SALES CONTRACT

Section 6(a) of the Power Sales Contract is hereby amended to read in its entirety as follows:

SECTION 6. *Source of Payments by the Municipality; Special Covenants of Municipality.* (a) The obligations of the Municipality to make payments under Section 5 shall constitute operating expenses of its electric system and the Municipality shall account for and budget for all payments to the Agency as operating expenses.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Power Sales Contract all by authority of their respective governing bodies duly given.

Executed this 15th day of August, 2022.

[SEAL]

CITY OF HILLSDALE, MICHIGAN

Attest:

By _____
Its Mayor

By _____
Its Clerk

MICHIGAN SOUTH CENTRAL POWER
AGENCY

Attest:

By _____
Its Chairman

By _____
Its Secretary

39404056.1/060539.00004

CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN

RESOLUTION NO. _____

**RESOLUTION APPROVING PROJECT VI AND
SUPPLEMENTAL POWER SALES CONTRACT**

Minutes of a regular meeting of the City Council of the City of Hillsdale, County of Hillsdale, State of Michigan, held in the City Hall on the 15th day of August, 2022 at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the City of Hillsdale (the “City”) is a member, along with the Cities of Coldwater and Marshall, and the Village of Clinton (collectively, the “Members”), of the Michigan South Central Power Agency (the “Agency”), a Joint Agency formed by its Members under and pursuant to Act 448, Public Acts of Michigan, 1976 (the “Act”); and

WHEREAS, the Agency and each of its Members have agreements in place under which the Agency is to supply to the Member and the Member is to purchase from the Agency, all bulk power needs of the Member related to its municipal electric utility system; and

WHEREAS, the Agency and the Members endeavor to arrange for reliable, reasonably priced supplies of electric power and energy for ultimate delivery to their customers; and

WHEREAS, the Agency and the City have determined that the acquisition, construction, furnishing and equipping of the Hart Solar project, which is a proposed solar electric generating facility of Hart Solar Partners, LLC, a Delaware limited liability company (the “Seller”), used to generate electricity utilizing renewable solar power from the photovoltaic modules located at the site located in Oceana County, Michigan, including Seller’s Interconnection Facilities (as such term is defined in the Hart Contract) and any and all additions, replacements or modifications, and all related appurtenances and attachments (“Project VI”), is necessary and in the best interests of the Agency and the City; and

WHEREAS, it is intended that Project VI shall constitute an additional “Project” under the Power Sales Contract, dated as of September 15, 1979, as amended (the “Power Sales Contract”), between the Agency and its Members; and

WHEREAS, it is intended that the City will receive a 10.23% Entitlement Share in the Agency’s interest in Project VI; and

WHEREAS, in order to provide for the sale by the Agency and purchase by the City of capacity and output of Project VI, a proposed Supplemental Power Sales Contract (the “Supplemental Power Sales Contract”) has been prepared, which would supplement the Power Sales Contract; and

WHEREAS, the proposed form of the Supplemental Power Sales Contract has been reviewed by this body and this body has been advised on the same; and

WHEREAS, it is necessary and desirable for the City Council to approve of Project VI and the Supplemental Power Sales Contract at this time.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby approves the acquisition of Project VI by the Agency for the partial benefit of the City.
2. The Supplemental Power Sales Contract, a copy of which is on file with the City Clerk, is hereby approved, and the Mayor and the City Clerk are authorized and directed to execute on behalf of the City a final form of the Supplemental Power Sales Contract substantially in the form approved by this resolution with such completions and changes therein as may be necessary and approved by the City Manager.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

(Balance of this page intentionally left blank)

4. This resolution shall take immediate effect.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Adam Stockford, Mayor

Katy Price, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Hillsdale, County of Hillsdale, State of Michigan, at a regular meeting held on August 15, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Katy Price, City Clerk