



# City Council Agenda

April 17, 2023  
7:00 p.m.

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

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City and BPU Claims of March 30, 2023: \$225,893.38
    - 2. Payroll of March 30, 2023: \$170,669.67
  - B. City Council Minutes of April 3, 2023
  - C. Finance Minutes of April 3, 2023
  - D. Election Commission Minutes of April 10, 2023
  - E. Public Safety Minutes of April 11, 2023
  - F. BPU Barber Street Lift Station Standby Generator
  - G. BPU New Doors for Well and WWTP
  - H. BPU WWTP Catwalk Grating Replacement
  - I. BPU Water Meters
  - J. Street Closure Agreement for Pub & Grub Beginning of Summer Street Party
  - K. Street Closure Agreement for Hillsdale College Commencement
- VI. Communications/Petitions**
  - A. Press Release: Award-winning Indiana rail tourism attraction expands
  - B. 2022 Planning Commission Annual Report
  - C. Jansen Letter
  - D. Consideration of Amendment to Chapter 24, Article II, Sec. 24-37, Alcoholic Beverages
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
- IX. New Business**
  - A. Airport MDOT Crack Filling Contract
  - B. Keefer House Hotel Liquor License Request (Resolution)
  - C. Westwood Reconstruction and Utility Project
  - D. Set Public Hearing for No Camping Ordinance
- X. Miscellaneous Reports**
  - A. Proclamation- None
  - B. Appointments – BPU Board- Eric Potes
  - 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 03/30/2023 - 03/30/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-123.000	MPSI FALL TRAINING FOR LEWIS DIN APWA MICHIGAN CHAPTER -	MIMPSI FALL TRAINING FOR LEWIS DINGESS		725.00	105988
		Total For Dept 000.000		725.00	
Dept 172.000 CITY MANAGER					
101-172.000-860.000	LANSING PARKING	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	26.00	527
		Total For Dept 172.000 CITY MANAGER		26.00	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-801.000	LIVESTREAM	CARD SERVICES CENTER	K. PRICE CREDIT CARD	900.00	527
101-175.000-802.000	ENCODER COUNCIL LIVESTREAM	AMAZON CAPITAL SERVICES, I	ENCODER COUNCIL LIVESTREAM	156.15	105985
101-175.000-802.000	BNC TO HDMI CONVERTER	AMAZON CAPITAL SERVICES, I	BNC TO HDMI CONVERTER	22.00	105985
		Total For Dept 175.000 ADMINISTRATIVE SERVICES		1,078.15	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-801.000	ACCOUNTING SERVICES - FEB 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - FEB 2023	2,787.42	106054
		Total For Dept 191.000 FINANCE DEPARTMENT		2,787.42	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-726.000	SUPPLIES	ARROW SWIFT PRINTING	WINDOW ENVELOPES	302.20	105989
101-215.000-860.000	TRANSPORTATION AND MILEAGE	KATY PRICE	MILEAGE REIMBURSEMENT FOR 2023 MAMC INT	174.24	106041
101-215.000-905.000	PUBLISHING / NOTICES	GATEHOUSE MEDIA MICHIGAN I	SPECIAL ASSESSMENT NOTICES , PUBLIC HEF	472.10	106018
		Total For Dept 215.000 CITY CLERK DEPARTMENT		948.54	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-734.000	POSTAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	577.11	527
101-257.000-810.000	HILLSDALE DAILY NEWS SUBSCRIPTIO	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	18.00	527
		Total For Dept 257.000 ASSESSING DEPARTMENT		595.11	
Dept 262.000 ELECTIONS					
101-262.000-801.000	5.2.23 ELECTION AV APPLICATION M	ELIZABETH WILDS	5.2.23 ELECTION AV APPLICATION MAILING	52.00	106011
		Total For Dept 262.000 ELECTIONS		52.00	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	KIDS HATS PENS VERBAL BOOKS ETC	AMAZON CAPITAL SERVICES, I	DART KRISTIN AND DPS ORDER	73.81	105985
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	21.74	106021
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	24.00	106058
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CITY HALL 3.27.23	17.40	106058
101-265.000-850.000	ETHERFAX MONTHLY BILL 1-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 1-1-2023	112.00	105995
101-265.000-850.000	ETHERFAX MONTHLY BILL 3-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 3-1-2023	112.00	105995
101-265.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	PERIOD 8/1/21 THRU 8/31/21	112.00	105995
101-265.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHER FAX BILL OCT 2021	112.00	105995
101-265.000-930.000	ZURN FLUSH VALVE KIT 1.6	AMERICAN COPPER AND BRASS,	ZURN FLUSH VALVE KIT 1.6	37.76	105986
101-265.000-930.000	1.6 GAL ZURN TOLIET	AMERICAN COPPER AND BRASS,	1.6 GAL ZURN TOLIET	141.13	105986
		Total For Dept 265.000 BUILDING AND GROUNDS		763.84	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	SHIPPING & HANDLING	CMP DISTRIBUTOR, INC	DUTY HOLSTER/A. GIBBONS	15.00	106003
101-301.000-726.000	DRUM	CURRENT OFFICE SOLUTIONS	LABOR REPLACED BLACK PHOTO CONDUCTER UN	165.75	106005
101-301.000-726.000	CHAIR/OFFICE SUPPLIES	CURRENT OFFICE SOLUTIONS	CHAIR/PENS/POST-IT NOTES/CALENDAR/3X5 M	479.58	106005
101-301.000-726.000	KENWOOD REMOTE KIT/UNIT 2-9	RAYLECOM COMMUNICATIONS, I	KENWOOD KRK-10 REMOTE KIT UNIT 2-9 (23	119.80	106044
101-301.000-726.000	POSTAGE - EVIDENCE MAILED	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	31.20	527
101-301.000-742.000	2023 EQUIPMENT ALLOWANCE/DUTY PI	AERO S. GIBBONS	2023 EQUIPMENT ALLOWANCE/DUTY PISTOL	200.00	105983
101-301.000-742.000	DUTY HOLSTER/A. GIBBONS	CMP DISTRIBUTOR, INC	DUTY HOLSTER/A. GIBBONS	158.50	106003

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301.000 POLICE DEPARTMENT					
101-301.000-930.000	LBR REPLACED PHOTO CONDUCTER UNI	CURRENT OFFICE SOLUTIONS	LABOR REPLACED BLACK PHOTO CONDUCTER UN	175.00	106005
101-301.000-930.000	WINDSHIELD CHIP REPAIR/UNIT 2-8	G&G GLASS, INC	WINDSHIELD CHIP REPAIR UNIT 2-8 (2022 E	40.00	106016
101-301.000-930.000	OIL CHANGE/TIRE ROTATION UNIT 2-	PARNEY'S CAR CARE, LLC	OIL CHANGE/TIRE ROTATION UNIT 2-1 (19 E	57.52	106036
101-301.000-930.000	OIL CHANGE/UNIT 2-4	PARNEY'S CAR CARE, LLC	OIL CHANGE UNIT 2-4 (21 EXPLORER)	42.52	106036
101-301.000-956.000	REIMBURSEMENT PHYSICAL FITNESS	MARTIN BRAD	CONTRACT REIMBURSEMENT FOR PHYSICAL FII	100.00	106030
Total For Dept 301.000 POLICE DEPARTMENT				1,584.87	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	(1) BOX/50 GLUCOSE STRIPS	CARELINC MEDICAL EQUIPMEN	GLUCOSE STRIPS/OXYGEN TANKS FILLED	80.00	105998
101-336.000-726.000	HEARTSTART AED PADS	EMERGENCY MEDICAL PRODUCT	HEARTSTART ADULT/CHILD AED PADS	85.48	106012
101-336.000-726.000	ALUMINUM ACCOUNTABILITY TAGS/C.	MY-LOR, INC.	PRINTED ALUMINUM ACCOUNTABILITY TAGS/C.	24.15	106035
101-336.000-726.000	RETURN SHIPPING FEE	ROE-COMM., INC.	MINITOR VI PAGER REPAIR WARRANTY REPAIF	19.00	106045
101-336.000-930.000	TIRE REPAIR ENGINE 332	DRY MAR TRUCKING & DIRTWO	DISMOUNT TIRE, INSPECT TIRE, REINSTALL	45.00	106009
Total For Dept 336.000 FIRE DEPARTMENT				253.63	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-726.000	GATE KEYS FOR DPS	GELZER HJ & SON INC	GATE KEYS FOR DPS	4.58	106019
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	10.84	106021
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	47.17	106058
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	DPS 3.27.23	34.98	106058
101-441.000-801.000	CLEANING SUPPLIES	CINTAS CORPORATION	CLEANING SUPPLIES	43.64	106001
101-441.000-801.000	FILING RENEWAL APPLICATION FOR L	RAYLECOM COMMUNICATIONS, I	FILING RENEWAL APPLICATION FOR LICENSE	61.00	106044
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	32.76	106058
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	DPS 3.27.23	32.43	106058
101-441.000-810.000	APWA RENEWAL 2023	AMERICAN PUBLIC WORKS ASSC	APWA RENEWAL 2023	432.00	105987
101-441.000-955.588	PHYSICAL FOR JEREMY RINCK	HILLSDALE HOSPITAL	PHYSICAL FOR JEREMY RINCK	107.00	106022
101-441.000-956.000	IMSA TRAINING	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	40.00	527
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				846.40	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-726.000	VEST TRASHBINS ETC	AMAZON CAPITAL SERVICES, I	DART KRISTIN AND DPS ORDER	117.95	105985
Total For Dept 447.000 ENGINEERING SERVICES				117.95	
Dept 567.000 CEMETERIES					
101-567.000-801.000	OAK GROVE HANGERS 171 S HOWELL S	LONSBERY, JEFFREY	OAK GROVE HANGERS 171 S HOWELL STUMP GF	2,300.00	106004
Total For Dept 567.000 CEMETERIES				2,300.00	
Dept 595.000 AIRPORT					
101-595.000-726.000	POSTAGE FOR RETURN OF BASE STATI	CARD SERVICES CENTER	G. MOORE CREDIT CARD	41.22	527
101-595.000-801.000	BASE NETWORK ACCESS & SUPPORT AG	QT PETROLEUM ON DEMAND, LI	BASE NETWORK ACCESS & SUPPORT AGREEMENT	945.00	106042
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	526
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	526
101-595.000-810.000	MICH ASSOCIATION REFUND	CARD SERVICES CENTER	G. MOORE CREDIT CARD	(200.00)	527
101-595.000-920.000	PROPANE FOR AIRPORT	SPRATT'S	PROPANE FOR AIRPORT	1,026.82	106049
101-595.000-930.000	DRILL BITS	GELZER HJ & SON INC	DRILL BITS	11.48	106019
101-595.000-930.000	CONCRETE MIX, BATTERIES	GELZER HJ & SON INC	CONCRETE MIX, BATTERIES	44.86	106019
101-595.000-930.000	WELD BRACKET ON HANGER DOOR	SPRATT'S	WELD BRACKET ON HANGER DOOR	25.00	106049
101-595.000-930.000	BASE STATION RADIO	CARD SERVICES CENTER	G. MOORE CREDIT CARD	945.00	527
101-595.000-930.000	RETURNED BASE STATION RADIO	CARD SERVICES CENTER	G. MOORE CREDIT CARD	(909.81)	527
Total For Dept 595.000 AIRPORT				2,899.57	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-905.000	PUBLIC HEARING 2/15/2023	GATEHOUSE MEDIA MICHIGAN P	PUBLIC NOTICES - PLANNING AND WATER/SEW	45.80	106018



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Dept 701.000 PLANNING DEPARTMENT					
101-701.000-956.000	TRAINING & SEMINARS	MICH ASSOC OF PLANNING	ZONING BOARD OF APPEALS TRAINING TOOL F	25.00	106034
Total For Dept 701.000 PLANNING DEPARTMENT				70.80	
Dept 756.000 PARKS					
101-756.000-801.000	STOCKS PARK, CHIP AND HAUL BRUSH	LONSBERY, JEFFREY	STOCKS PARK, CHIP AND HAUL BRUSH	450.00	106004
101-756.000-801.000	OWENS PARK, STOCKS PARK, SANDY B	LONSBERY, JEFFREY	OWENS PARK, STOCKS PARK, SANDY BEACH, C	3,975.00	106004
Total For Dept 756.000 PARKS				4,425.00	
Total For Fund 101 GENERAL FUND				19,474.28	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 470.000 TREES					
202-470.000-801.000	187 S HOWELL CHIP BRUSH HAUL WOO	LONSBERY, JEFFREY	187 S HOWELL CHIP BRUSH HAUL WOOD	2,500.00	106004
202-470.000-801.000	OAK GROVE HANGERS 171 S HOWELL S	LONSBERY, JEFFREY	OAK GROVE HANGERS 171 S HOWELL STUMP GF	100.00	106004
Total For Dept 470.000 TREES				2,600.00	
Dept 490.000 TRAFFIC					
202-490.000-726.000	FAST CONCRETE MIX FOR FAYETTE AN	GELZER HJ & SON INC	50LB FAST CONCRETE MIX FOR FAYETTE AND	12.99	106019
202-490.000-726.000	SUPPLIES	JAMAR TECHNOLOGIES, INC.	BLACK CAT 2 RADAR KIT	3,126.66	106025
Total For Dept 490.000 TRAFFIC				3,139.65	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				5,739.65	
Fund 203 LOCAL ST. FUND					
Dept 470.000 TREES					
203-470.000-801.000	139 UNION ST	LONSBERY, JEFFREY	139 UNION ST	1,250.00	106004
203-470.000-801.000	17 HOWDER ST CHIP HAUL BRUSH AND	LONSBERY, JEFFREY	17 HOWDER ST CHIP HAUL BRUSH AND GRINDI	600.00	106004
203-470.000-801.000	15 BENARD ST CLEAN AND HAUL AWAY	LONSBERY, JEFFREY	15 BENARD ST CLEAN AND HAUL AWAY	300.00	106004
Total For Dept 470.000 TREES				2,150.00	
Dept 490.000 TRAFFIC					
203-490.000-726.000	SUPPLIES	JAMAR TECHNOLOGIES, INC.	BLACK CAT 2 RADAR KIT	1,618.34	106025
Total For Dept 490.000 TRAFFIC				1,618.34	
Total For Fund 203 LOCAL ST. FUND				3,768.34	
Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-653.001	YOUTH PROGRAM FEES	CASSAUNDR HUBBARD	WILLIE MAYS BASEBALL REFUND	65.00	105999
Total For Dept 000.000				65.00	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-726.000	LEAGUE/TOURNEY CHAMPS T-SHIRTS V	URBAN GRAFFITI	LEAGUE/TOURNEY CHAMPS T-SHIRTS 2023 VOI	57.00	106061
Total For Dept 751.000 RECREATION DEPARTMENT				57.00	
Total For Fund 208 RECREATION FUND				122.00	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-726.000	BATHROOM SUPPLIES	AMAZON CAPITAL SERVICES, I	BATHROOM SUPPLIES	115.63	105985
271-790.000-726.000	LAPTOP SLEEVES FOR PUBLIC USE LA	AMAZON CAPITAL SERVICES, I	LAPTOP SLEEVES FOR PUBLIC USE LAPTOPS	49.66	105985
271-790.000-726.000	PRINTER PAPER	AMAZON CAPITAL SERVICES, I	PRINTER PAPER	39.99	105985
271-790.000-726.000	WATER - LIBRARY	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	5.42	106021
271-790.000-726.000	PAPER	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	53.94	527

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Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-801.000	CANVA PRO SUBSCRIPTION	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	119.99	527
271-790.000-850.000	ETHERFAX MONTHLY BILL 1-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 1-1-2023	56.00	105995
271-790.000-850.000	ETHERFAX MONTHLY BILL 3-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 3-1-2023	56.00	105995
271-790.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	PERIOD 8/1/21 THRU 8/31/21	56.00	105995
271-790.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHER FAX BILL OCT 2021	56.00	105995
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 MANNING	996.29	524
271-790.000-930.000	1.6 GAL ZURN TOILET AND 1 1/2 SL	AMERICAN COPPER AND BRASS,	1.6 GAL ZURN TOILET AND 1 1/2 SLOAN SPU	145.09	105986
271-790.000-930.000	SUPPLIES TO REPAIR MEN'S HANDICA	AMERICAN COPPER AND BRASS,	SUPPLIES TO REPAIR MEN'S HANDICAP TOILE	19.66	105986
271-790.000-930.000	REPAIRS & MAINTENANCE	BRAMAN ROOFING	PATCHED HOLE IN EPDM (LIBRARY) ROOF AFI	98.00	105994
Total For Dept 790.000 LIBRARY				1,867.67	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	CHILD PROGRAM-WIGGLE EYES, WOOD	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	18.94	527
271-792.000-726.010	2023 SUMMER READING-CLINGS, PUZZ	CARD SERVICES CENTER	J. SPANGLER CREDIT CARD	328.11	527
271-792.000-982.000	BOOKS - CHILDREN	INGRAM INDUSTRIES INC.	BOOKS - CHILDREN	37.04	106024
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				384.09	
Total For Fund 271 LIBRARY FUND				2,251.76	
Fund 287 ARPA GRANT FUND					
Dept 447.000 ENGINEERING SERVICES					
287-447.000-801.000	WESTWOOD AREA ENGINEERING	THE MANNIK & SMITH GROUP,	ENGINEERING SERVICES WESTWOOD AREA PROJ	25,475.58	106053
Total For Dept 447.000 ENGINEERING SERVICES				25,475.58	
Total For Fund 287 ARPA GRANT FUND				25,475.58	
Fund 408 FIELDS OF DREAMS					
Dept 751.000 RECREATION DEPARTMENT					
408-751.000-726.000	TRASH RECEPTACLES/ PICNIC TABLES	TREETOP PRODUCTS, INC.	TRASH RECEPTACLES AND PICNIC TABLES - F	5,320.67	106056
Total For Dept 751.000 RECREATION DEPARTMENT				5,320.67	
Total For Fund 408 FIELDS OF DREAMS				5,320.67	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	MILBANK U2594-X 320A 7 TERM SOCK	POWERLINE SUPPLY	3PH METER SOCKETS	1,407.00	106039
582-000.000-110.000	KVSU 40	POWERLINE SUPPLY	INVENTORY	206.52	106039
582-000.000-110.000	POTENTIAL TRANSFORMER - 63.	POWERLINE SUPPLY	PT TRANSFORMER FOR METERING	2,231.20	106039
582-000.000-110.000	POWER FUSE - 150 AMP 14.4KV	POWERLINE SUPPLY	INVENTORY	2,041.50	106039
582-000.000-158.000-215016	CIP - INDUSTRIAL SUBSTATION CONS	SSEO, INC.	INDUSTRIAL SUB UPGRADE ENGINEERING	6,434.75	106050
582-000.000-202.100	4CCH	BASTIEN, BRIAN J	UB refund for account: 013977	60.49	105991
582-000.000-202.100	4CCH	FERNANDEZ, MELISSA A	UB refund for account: 021398	130.00	106015
582-000.000-202.100	4CCH	GAMBLE, JORDON W	UB refund for account: 026281	130.33	106017
582-000.000-202.100	4CCH	MACEY, JEANNIE M	UB refund for account: 026530	798.81	106028
582-000.000-202.100	4CCH	SANDBERG, ASHLEY L	UB refund for account: 023970	16.21	106047
582-000.000-202.100	4ENBK1	STANTON, DEWEY J	UB refund for account: 011214	35.84	106051
582-000.000-202.100	4CCH	STOCKMAN, RICHARD L	UB refund for account: 012938	36.05	106052
Total For Dept 000.000				13,528.70	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	1,250.00	106043
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	BOTTLED WATER FOR OFFICE	19.50	106046
582-175.000-726.000	SHELVES FOR SERVER ROOM, SOAP, T	WALMART COMMUNITY	SHELVES FOR SERVER ROOM, SOAP, TRASH BF	48.89	106063

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Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	WATER	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	110.48	527
582-175.000-726.000	SAFETY GLASSES, HARD HATS	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	185.36	527
582-175.000-801.000	REIUMBURSE FOR DOT PHYSICAL	DOUG BILDNER	REIUMBURSE FOR DOT PHYSICAL	100.00	105993
582-175.000-801.000	PRINT/POSTAGE & HANDLING OF UB B	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	1,344.48	106007
582-175.000-801.000	ACCOUNTING SERVICES - FEB 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - FEB 2023	1,393.72	106054
582-175.000-801.000	RECORDING FEES FOR RESOLUTION VA	KIMBERLY A. THOMAS	RECORDING FEES FOR RESOLUTION VACATING	30.00	106055
582-175.000-802.000	USB CABLES	AMAZON CAPITAL SERVICES, I	USB CABLES	12.36	105985
582-175.000-802.000	RECLOSER BATTERIES	AMAZON CAPITAL SERVICES, I	RECLOSER BATTERIES	313.52	105985
582-175.000-802.000	AMI GATEWAYS QTY 2	CANNON TECHNOLOGIES INC	AMI GATEWAYS QTY 2	4,488.00	105997
582-175.000-802.000	SCREWS AND TERMINALS RECLOSERS	GELZER HJ & SON INC	SCREWS AND TERMINALS RECLOSERS	20.85	106019
582-175.000-802.000	BPU DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	6.59	527
582-175.000-850.000	ETHERFAX MONTHLY BILL 1-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 1-1-2023	28.00	105995
582-175.000-850.000	ETHERFAX MONTHLY BILL 3-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 3-1-2023	28.00	105995
582-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	PERIOD 8/1/21 THRU 8/31/21	28.00	105995
582-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHER FAX BILL OCT 2021	28.00	105995
582-175.000-880.000	MAY/JUNE SIMPLY HERS	CHESTNEY PUBLISHING	MAY/JUNE SIMPLY HERS	27.50	106000
582-175.000-880.000	COOKIES FOR TRUCK EVENT AT SCHO	MARKET HOUSE	COOKIES FOR TRUCK EVENT AT SCHOOL	252.30	106029
582-175.000-880.000	SPORTS TEAM	MCKIBBIN MEDIA GROUP, INC.	SPORTS TEAM	125.00	106031
582-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	363.14	525
582-175.000-930.000	URINAL/ZURN FLUSH VALVE	AMERICAN COPPER AND BRASS,	URINAL/ZURN FLUSH VALVE	200.93	105986
582-175.000-930.000	90 ELBOW/MALE ADAPTER/PVC 45/CEM	AMERICAN COPPER AND BRASS,	90 ELBOW/MALE ADAPTER/PVC 45/CEMENT CLF	20.92	105986
582-175.000-930.000	STUFF FOR BATHROOM PROJECT	AMERICAN COPPER AND BRASS,	STUFF FOR BATHROOM PROJECT	82.04	105986
582-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	18.91	106019
582-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	24.99	106019
582-175.000-930.000	CHR LAVATORY FAUCET/5/8ODX3/80D	GELZER HJ & SON INC	CHR LAVATORY FAUCET/5/8ODX3/80D ANGLE V	31.64	106019
582-175.000-930.000	80G SANDING SPONGE/120G SANDING	GELZER HJ & SON INC	80G SANDING SPONGE/120G SANDING SPONGE/	6.78	106019
582-175.000-956.000	RADIOFREQUENCY TRAINING	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	24.95	527
582-175.000-956.100	ACTIVE SHOOTER TRAINING FOR OFFI	EDP OF HILLSDALE COUNTY	ACTIVE SHOOTER TRAINING FOR OFFICE STAF	22.50	106010
582-175.000-956.200-215015	LODGING & MEALS - STORM	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	258.68	527
582-175.000-956.200-215015	LODGING & MEALS - STORM	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	1,114.42	527
Total For Dept 175.000 ADMINISTRATIVE SERVICES				12,010.45	
Dept 543.000 PRODUCTION					
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	18.49	520
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS XX	18.49	520
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	3,534.87	521
582-543.000-930.050	SHIPPING AND HANDLING	WHEELER WORLD INC	SHIPPING & HANDLING	45.00	106064
Total For Dept 543.000 PRODUCTION				3,616.85	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	SAFEGUARD COMPASS CE60/PERSONAL	ALTEC INDUSTRIES, INC.	SAFEGUARD COMPASS CE60/PERSONAL VOLTAGE	395.00	105984
582-544.000-726.800	HEAVYDTY HOT WATER PISTOL	GELZER HJ & SON INC	HEAVYDTY HOT WATER PISTOL	15.99	106019
582-544.000-726.800	OIL DRY	PERFORMANCE AUTOMOTIVE	OIL DRY	80.34	106038
582-544.000-726.800	BLACK TAPE	POWERLINE SUPPLY	BLACK TAPE	577.23	106039
582-544.000-726.800	14" CHAIN	SPRATT'S	14" CHAIN	27.99	106049
582-544.000-726.800	BRUSH BLADE, KNIFE	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	736.41	527
582-544.000-730.000	CARROFIX 7 PIN ROUND TO 7 WAY RV	AMAZON CAPITAL SERVICES, I	CARROFIX 7 PIN ROUND TO 7 WAY RV BLADE	39.56	105985
582-544.000-730.000	TRUCK REPAIR - INTERNATIONAL/MA0	CUSTOM TRUCK ONE SOURCE, I	TRUCK REPAIR - INTERNATIONAL/MA025/TERE	502.20	106006
582-544.000-730.000	TRUCK REPAIR-INTERNATIONAL/MA025	CUSTOM TRUCK ONE SOURCE, I	TRUCK REPAIR-INTERNATIONAL/MA025/TEREX	281.23	106006
582-544.000-730.000	OIL CHANGE FOR 2018 RAM 2500ST	PARNEY'S CAR CARE, LLC	OIL CHANGE FOR 2018 RAM 2500ST	224.35	106036
582-544.000-730.000	OIL CHANGE	PARNEY'S CAR CARE, LLC	OIL CHANGE	54.34	106036
582-544.000-730.000	CHAINS	SPRATT'S	CHAINS	296.92	106049
582-544.000-740.000	FUEL FOR TECH SERVICE VEHI	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	19.56	527

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-930.000	4 PVC 36'R ELBOW	AMERICAN COPPER AND BRASS,	4 PVC 36'R ELBOW	65.40	105986
582-544.000-930.000	120-277VAC PHOTOCCELL	AMERICAN COPPER AND BRASS,	120-277VAC PHOTOCCELL	82.08	105986
582-544.000-930.000	REPAIRS & MAINTENANCE	POWERLINE SUPPLY	CREDIT	(574.00)	106039
582-544.000-930.000-215015	MUTUAL AID FEB 2023 ICE STORM	BRYAN MUNICIPAL UTILITIES	MUTUAL AID FEB 2023 ICE STORM	12,488.96	105996
582-544.000-930.000-215015	MUTUAL AID FOR FEB 2023 ICE STOR	LOWELL LIGHT & POWER	MUTUAL AID FOR FEB 2023 ICE STORM	28,492.51	106027
Total For Dept 544.000 DISTRIBUTION				43,806.07	
Total For Fund 582 ELECTRIC FUND				72,962.07	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-726.000	BLUETOOTH HEADSET PENCILS BATTERI	AMAZON CAPITAL SERVICES,	1 DART KRISTIN AND DPS ORDER	88.01	105985
588-596.000-726.000	AMERICAN FLAG & SAFETY MARKERS	GELZER HJ & SON INC	AMERICAN FLAG & SAFETY MARKERS	54.86	106019
588-596.000-726.000	DART FLYER	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	59.95	527
588-596.000-730.000	PUMP BOOSTER FOR #60	HOEKSTRA TRANSPORTATION,	1 PUMP BOOSTER FOR #60	344.00	106023
588-596.000-730.000	BLADES AND OIL FILTER	PERFORMANCE AUTOMOTIVE	BLADES AND OIL FILTER	32.13	106038
588-596.000-801.000	MATS - DIAL-A-RIDE	UNIFIRST CORP	DART 3.27.23	27.27	106058
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT	387.62	522
Total For Dept 596.000 DIAL-A-RIDE				993.84	
Total For Fund 588 DIAL A RIDE				993.84	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-202.100	SCCH	PAVKA, DAVID J	UB refund for account: 012468	404.16	106037
590-000.000-202.100	SCCH	STANTON, DEWEY J	UB refund for account: 011214	16.23	106051
590-000.000-202.100	SCCH	STOCKMAN, RICHARD L	UB refund for account: 012938	13.79	106052
590-000.000-255.000	WAT/SEW DEP REFUND	AT WORK PROPERTIES LLC	UB refund for account: 030457	79.06	105990
Total For Dept 000.000				513.24	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-726.000	KEYS	GELZER HJ & SON INC	KEYS	9.16	106019
590-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	625.00	106043
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	BOTTLED WATER FOR OFFICE	9.75	106046
590-175.000-726.000	SHELVES FOR SERVER ROOM, SOAP, T	WALMART COMMUNITY	SHELVES FOR SERVER ROOM, SOAP, TRASH B	24.44	106063
590-175.000-726.000	WATER	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	55.24	527
590-175.000-801.000	PRINT/POSTAGE & HANDLING OF UB B	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	672.24	106007
590-175.000-801.000	BIDS - SANITARY SEWER 2/16/2023	GATEHOUSE MEDIA MICHIGAN F	PUBLIC NOTICES - PLANNING AND WATER/SEW	78.80	106018
590-175.000-801.000	ACCOUNTING SERVICES - FEB 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - FEB 2023	696.85	106054
590-175.000-802.000	USB CABLES	AMAZON CAPITAL SERVICES,	1 USB CABLES	6.18	105985
590-175.000-802.000	BPU DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	3.29	527
590-175.000-850.000	ETHERFAX MONTHLY BILL 1-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 1-1-2023	14.00	105995
590-175.000-850.000	ETHERFAX MONTHLY BILL 3-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 3-1-2023	14.00	105995
590-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	PERIOD 8/1/21 THRU 8/31/21	14.00	105995
590-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHER FAX BILL OCT 2021	14.00	105995
590-175.000-880.000	MAY/JUNE SIMPLY HERS	CHESTNEY PUBLISHING	MAY/JUNE SIMPLY HERS	13.75	106000
590-175.000-880.000	COOKIES FOR TRUCK EVENT AT SCHOO	MARKET HOUSE	COOKIES FOR TRUCK EVENT AT SCHOOL	126.15	106029
590-175.000-880.000	SPORTS TEAM	MCKIBBIN MEDIA GROUP, INC.	SPORTS TEAM	62.50	106031
590-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	181.56	525
590-175.000-930.000	URINAL/ZURN FLUSH VALVE	AMERICAN COPPER AND BRASS,	URINAL/ZURN FLUSH VALVE	100.47	105986
590-175.000-930.000	90 ELBOW/MALE ADAPTER/PVC 45/CEM	AMERICAN COPPER AND BRASS,	90 ELBOW/MALE ADAPTER/PVC 45/CEMENT CLE	10.46	105986
590-175.000-930.000	STUFF FOR BATHROOM PROJECT	AMERICAN COPPER AND BRASS,	STUFF FOR BATHROOM PROJECT	41.02	105986
590-175.000-930.000	ADAPTER/SDWS FRAMING	GELZER HJ & SON INC	ADAPTER/SDWS FRAMING	15.78	106019

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/30/2023 - 03/30/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	9.46	106019
590-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	12.50	106019
590-175.000-930.000	CHR LAVATORY FAUCET/5/8ODX3/80D	GELZER HJ & SON INC	CHR LAVATORY FAUCET/5/8ODX3/80D ANGLE \	15.82	106019
590-175.000-930.000	80G SANDING SPONGE/120G SANDING	GELZER HJ & SON INC	80G SANDING SPONGE/120G SANDING SPONGE/	3.39	106019
590-175.000-956.100	ACTIVE SHOOTER TRAINING FOR OFFI	EDP OF HILLSDALE COUNTY	ACTIVE SHOOTER TRAINING FOR OFFICE STAF	11.25	106010
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,841.06	
Dept 546.000 OPERATIONS					
590-546.000-726.800	STARTING FLUID	FAMILY FARM & HOME	STARTING FLUID	9.98	106013
590-546.000-726.800	STARTING FLUID - 10	FAMILY FARM & HOME	STARTING FLUID - 10	49.90	106013
590-546.000-730.039	OIL FILTER/5801 PUMP/SHIPPING	PERFORMANCE AUTOMOTIVE	OIL FILTER/5801 PUMP/SHIPPING	39.15	106038
590-546.000-742.000	SHIRTS/JACKETS/FLEX JEANS/JEANS/	POWERS CLOTHING, INC.	SHIRTS/JACKETS/FLEX JEANS/JEANS/BIB/CAF	1,281.00	106040
590-546.000-930.000	3/8X1/4 HEX BUSH-EXT	AMERICAN COPPER AND BRASS,	3/8X1/4 HEX BUSH-EXT	4.64	105986
590-546.000-930.000	1/4 IPS LEAD-FREE FULL/1/2 X 1/4	AMERICAN COPPER AND BRASS,	1/4 IPS LEAD-FREE FULL/1/2 X 1/4 HX BUS	57.86	105986
590-546.000-930.000	NORGEN, FILTER/1/4", 40 MIC/MANU	KENNEDY INDUSTRIES	NORGEN, FILTER/1/4", 40 MIC/MANUAL DRAI	638.88	106026
590-546.000-930.950-215015	BARBER ST LIFT STATION GENERATOR	CLARK ELECTRIC INC.	BARBER ST LIFT STATION GENERATOR RENTAI	3,415.61	106002
590-546.000-956.000	M. BECKER EXAM FEE	CARD SERVICES CENTER	J. GIER CREDIT CARD	140.00	527
Total For Dept 546.000 OPERATIONS				5,637.02	
Dept 547.000 TREATMENT					
590-547.000-726.900	GLOVE CHM PVC LINED 14IN L	FAMILY FARM & HOME	GLOVE CHM PVC LINED 14IN L	7.99	106013
590-547.000-726.900	DISTILLED WATER/DELIVERY FEE WWT	RUPERT'S CULLIGAN	DISTILLED WATER/DELIVERY FEE WWTP	21.00	106046
590-547.000-726.900	OHACH FLOURIDE	USABLUEBOOK	OHACH FLOURIDE	78.72	106062
590-547.000-726.900	WASH BOTTLES 500 ML LDPE 6/PK	USABLUEBOOK	WASH BOTTLES 500 ML LDPE 6/PK	41.56	106062
590-547.000-726.900	WASH BOTTLE 500 ML LDPE 6/PK	USABLUEBOOK	WASH BOTTLE 500 ML LDPE 6/PK	41.56	106062
590-547.000-730.039	BATTERY	FAMILY FARM & HOME	BATTERY	139.99	106013
590-547.000-740.000	FUEL FOR TECH SERVICE VEHLICE	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	9.78	527
590-547.000-742.000	SHIRTS/JACKETS/FLEX JEANS/JEANS/	POWERS CLOTHING, INC.	SHIRTS/JACKETS/FLEX JEANS/JEANS/BIB/CAF	1,006.00	106040
590-547.000-801.000	SAMPLES	MERIT LABORATORIES	SAMPLES	2,335.00	106033
590-547.000-930.000	LED LAMP/20X20X2MERV8/20X25X2MER	AMERICAN COPPER AND BRASS,	LED LAMP/20X20X2MERV8/20X25X2MERV8	340.00	105986
590-547.000-930.000	1/2X1/4 HX BUSHING-CAST	AMERICAN COPPER AND BRASS,	1/2X1/4 HX BUSHING-CAST	(40.80)	105986
590-547.000-930.000	1/4 MALE ADAPTOR	AMERICAN COPPER AND BRASS,	1/4 MALE ADAPTOR	5.58	105986
590-547.000-930.000	RUST REFORMER SPRAY/CHEVORG ENG	FAMILY FARM & HOME	RUST REFORMER SPRAY/CHEVORG ENG ENGAMEI	41.96	106013
590-547.000-930.000	8" DUAL ACTIOIN PUMP/AIR STRIKE	GELZER HJ & SON INC	8" DUAL ACTIOIN PUMP/AIR STRIKE 150	22.98	106019
590-547.000-930.000	STEEL HOSE HANGERS	GELZER HJ & SON INC	STEEL HOSE HANGERS	19.98	106019
590-547.000-930.000	PLUG TAP/DRILL BIT	GELZER HJ & SON INC	PLUG TAP/DRILL BIT	8.78	106019
590-547.000-930.000	COBALT DRILL BIT/HAMMER BIT	GELZER HJ & SON INC	COBALT DRILL BIT/HAMMER BIT	26.37	106019
590-547.000-930.000	THICK-WALL CLEAR BLUE UNTHREADED	MCMMASTER - CARR	THICK-WALL CLEAR BLUE UNTHREADED PVC PI	283.85	106032
590-547.000-930.000	STANDARD CAPSULE	PERFORMANCE AUTOMOTIVE	STANDARD CAPSULE	13.49	106038
590-547.000-930.000	PUMP HEAD EZ/WC16 PVC EH1950/CON	USABLUEBOOK	PUMP HEAD EZ/WC16 PVC EH1950/CONNECTOR	51.00	106062
Total For Dept 547.000 TREATMENT				4,454.79	
Total For Fund 590 SEWER FUND				13,446.11	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-202.100	WCCH	STANTON, DEWEY J	UB refund for account: 011214	14.60	106051
591-000.000-202.100	WCCH	STOCKMAN, RICHARD L	UB refund for account: 012938	12.41	106052
591-000.000-255.000	WAT/SEW DEP REFUND	AT WORK PROPERTIES LLC	UB refund for account: 030457	79.06	105990
Total For Dept 000.000				106.07	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	625.00	106043

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	BOTTLED WATER FOR OFFICE	9.75	106046
591-175.000-726.000	SHELVES FOR SERVER ROOM, SOAP, TRASH B	WALMART COMMUNITY	SHELVES FOR SERVER ROOM, SOAP, TRASH B	24.44	106063
591-175.000-726.000	WATER	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	55.24	527
591-175.000-801.000	PRINT/POSTAGE & HANDLING OF UB B	DELAWARE SYSTEMS	PRINT/POSTAGE & HANDLING OF UB BILLS	672.24	106007
591-175.000-801.000	BIDS - WATER VALVE 2/16/2023	GATEHOUSE MEDIA MICHIGAN P	PUBLIC NOTICES - PLANNING AND WATER/SEW	78.80	106018
591-175.000-801.000	ACCOUNTING SERVICES - FEB 2023	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES - FEB 2023	696.85	106054
591-175.000-802.000	USB CABLES	AMAZON CAPITAL SERVICES, I	USB CABLES	6.18	105985
591-175.000-802.000	BPU DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	3.29	527
591-175.000-850.000	ETHERFAX MONTHLY BILL 1-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 1-1-2023	14.00	105995
591-175.000-850.000	ETHERFAX MONTHLY BILL 3-1-2023	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY BILL 3-1-2023	14.00	105995
591-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	PERIOD 8/1/21 THRU 8/31/21	14.00	105995
591-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHER FAX BILL OCT 2021	14.00	105995
591-175.000-880.000	MAY/JUNE SIMPLY HERS	CHESTNEY PUBLISHING	MAY/JUNE SIMPLY HERS	13.75	106000
591-175.000-880.000	COOKIES FOR TRUCK EVENT AT SCHOO	MARKET HOUSE	COOKIES FOR TRUCK EVENT AT SCHOOL	126.15	106029
591-175.000-880.000	SPORTS TEAM	MCKIBBIN MEDIA GROUP, INC.	SPORTS TEAM	62.50	106031
591-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE	181.56	525
591-175.000-930.000	URINAL/ZURN FLUSH VALVE	AMERICAN COPPER AND BRASS,	URINAL/ZURN FLUSH VALVE	100.47	105986
591-175.000-930.000	90 ELBOW/MALE ADAPTER/PVC 45/CEM	AMERICAN COPPER AND BRASS,	90 ELBOW/MALE ADAPTER/PVC 45/CEMENT CLE	10.46	105986
591-175.000-930.000	STUFF FOR BATHROOM PROJECT	AMERICAN COPPER AND BRASS,	STUFF FOR BATHROOM PROJECT	41.02	105986
591-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	9.46	106019
591-175.000-930.000	SUPPLIES FOR BATHROOM PROJECT	GELZER HJ & SON INC	SUPPLIES FOR BATHROOM PROJECT	12.50	106019
591-175.000-930.000	CHR LAVATORY FAUCET/5/8ODX3/80D	GELZER HJ & SON INC	CHR LAVATORY FAUCET/5/8ODX3/80D ANGLE V	15.82	106019
591-175.000-930.000	80G SANDING SPONGE/120G SANDING	GELZER HJ & SON INC	80G SANDING SPONGE/120G SANDING SPONGE/	3.40	106019
591-175.000-956.100	ACTIVE SHOOTER TRAINING FOR OFFI	EDP OF HILLSDALE COUNTY	ACTIVE SHOOTER TRAINING FOR OFFICE STAF	11.25	106010
Total For Dept 175.000 ADMINISTRATIVE SERVICES				2,816.13	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	PVC PIPE/SXMIP MIP ADAPTER	GELZER HJ & SON INC	PVC PIPE/SXMIP MIP ADAPTER	19.16	106019
591-544.000-726.800	1/2FX3/8 DX12" CONNECTOR	GELZER HJ & SON INC	1/2FX3/8 DX12" CONNECTOR	15.38	106019
591-544.000-726.800	9" TORPEDO LEVEL/NO. 8 ZINC EASY	GELZER HJ & SON INC	9" TORPEDO LEVEL/NO. 8 ZINC EASY ANCHR	10.98	106019
591-544.000-730.039	OIL CHANGE - 2015 FORD E350 SUPE	PARNEY'S CAR CARE, LLC	OIL CHANGE - 2015 FORD E350 SUPER DUTY	281.39	106036
591-544.000-730.039	FUEL FILTER	PERFORMANCE AUTOMOTIVE	FUEL FILTER	6.12	106038
591-544.000-730.039	OIL FILTER/5801 PUMP/SHIPPING	PERFORMANCE AUTOMOTIVE	OIL FILTER/5801 PUMP/SHIPPING	39.14	106038
591-544.000-740.000	FUEL FOR TECH SERVICE VEHLICE	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	9.78	527
591-544.000-742.000	SHIRTS/JACKETS/FLEX JEANS/JEANS/	POWERS CLOTHING, INC.	SHIRTS/JACKETS/FLEX JEANS/JEANS/BIB/CAF	3,025.75	106040
591-544.000-930.000	BRN DOOR SWEEP/MR. CLEAN MAGIC E	GELZER HJ & SON INC	BRN DOOR SWEEP/MR. CLEAN MAGIC ERASER/E	66.40	106019
591-544.000-930.000	SERVICES AT WTP	UIS SCADA, INC.	SERVICES AT WTP	2,559.80	106057
591-544.000-930.000	CSTYLE 40 SERIES 1"INSETTER NO L	USABLUBOOK	CSTYLE 40 SERIES 1"INSETTER NO LEAD AY	330.09	106062
591-544.000-930.990	LF 1 CTSXCTS COMP COUP	FERGUSON WOLSELEY CO	LF 1 CTSXCTS COMP COUP	616.00	106014
591-544.000-930.990	STYLE INSETTER/NO LEAD METER COU	SLC METER LLC	STYLE INSETTER/NO LEAD METER COUPLING W	4,553.17	106048
Total For Dept 544.000 DISTRIBUTION				11,533.16	
Dept 545.000 PURIFICATION					
591-545.000-727.200	CHLORINE	UNIVAR SOLUTIONS USA INC	CHLORINE	3,798.48	106060
591-545.000-930.000	LED 13.5W A19 DIM 5K	AMERICAN COPPER AND BRASS,	LED 13.5W A19 DIM 5K	4.29	105986
591-545.000-930.000	HOOR METER, ELECTRICAL, 3-HOLE	GRAINGER INDUSTRIAL SUPPLY	HOOR METER, ELECTRICAL, 3-HOLE	122.06	106020
591-545.000-930.000	MINI BULB CARDED	PERFORMANCE AUTOMOTIVE	MINI BULB CARDED	43.80	106038
Total For Dept 545.000 PURIFICATION				3,968.63	
Total For Fund 591 WATER FUND				18,423.99	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/30/2023 - 03/30/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	96.71 TON SALT	5,815.17	106008
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	100.16 TON SALT	6,022.62	106008
633-000.000-101.000	GRAVEL - 21 AA	DRY MAR TRUCKING & DIRTWOF	20.21 TON 21AA	687.14	106009
633-000.000-101.000	GRAVEL - 22A	DRY MAR TRUCKING & DIRTWOF	15 YDS 22A GRAVEL	435.00	106009
633-000.000-101.000	COLD PATCH	UNIQUE PAVING MATERIALS CC	24.34 TONS COLD PATCH	3,177.59	106059
Total For Dept 000.000				16,137.52	
Total For Fund 633 PUBLIC SERVICES INV. FUND				16,137.52	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-801.000	REMOVED BELT AND LABOR FOR #15	PARNEY'S CAR CARE, LLC	REMOVED BELT AND LABOR FOR #15	55.00	106036
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	11.39	106058
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	DPS 3.27.23	23.91	106058
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	1,068.27	523
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				1,158.57	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				1,158.57	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	2023 CHEVROLET TAHOE 4WD PPV	BERGER CHEVROLET	2023 CHEVROLET TAHOE 4WD POLICE PURSUIT	40,619.00	105992
Total For Dept 336.000 FIRE DEPARTMENT				40,619.00	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				40,619.00	

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

Fund 101 GENERAL FUND	19,474.28
Fund 202 MAJOR ST./TRUNK	5,739.65
Fund 203 LOCAL ST. FUND	3,768.34
Fund 208 RECREATION FUNI	122.00
Fund 271 LIBRARY FUND	2,251.76
Fund 287 ARPA GRANT FUNI	25,475.58
Fund 408 FIELDS OF DREAM	5,320.67
Fund 582 ELECTRIC FUND	72,962.07
Fund 588 DIAL A RIDE	993.84
Fund 590 SEWER FUND	13,446.11
Fund 591 WATER FUND	18,423.99
Fund 633 PUBLIC SERVICES	16,137.52
Fund 640 REVOLVING MOBII	1,158.57
Fund 663 FIRE VEHICLE &	40,619.00

Total For All Funds:	<u>225,893.38</u>
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## CITY COUNCIL MINUTES

City of Hillsdale  
April 3, 2023  
7:00 P.M.

Regular Meeting

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

Mayor Stockford opened the meeting with the Pledge of Allegiance.

### **Roll Call**

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

Council Members present:	Adam Stockford, Mayor Greg Stuchell, Ward 1 Anthony Vear, Ward 1 William Morrissey, Ward 2 Cynthia Pratt, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Robert Socha, Ward 4 Joshua Paladino, Ward 4
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Council Members absent:	None
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Also Present: Attorney Tom Thompson, Michelle Loren (Deputy City Clerk), Scott Hephner (HPD/HFD), Ginger Moore, Penny Swan, Sherie Ingles, Doug Ingles, Abe Dane, Correy Murray, Karen Hill, Jake Langston, Linda Fogarty, Liz Webb, James Galloway

### **Approval of Agenda**

Mayor Stockford requested the public hearing date of April 17, 2023 under Old Business Item A., be changed to May 1, 2023 as Councilman Morrissey (Chair of O&G) will not be in attendance.

Motion by Council member Morrissey, seconded by Council member Socha to approve the requested change. All ayes.

Motion carried unanimously.

Motion by Councilman Morrissey, support by Councilman Vear, to approve the April 3, 2023 Agenda as amended.

By a voice vote, the motion passed unanimously.

### **Public Comment**

Karen Hill thanked Council for including the Hillsdale Community Library report in the council packet so the public can be informed of all the good the library is doing for its patrons and the community. Ms. Hill also thanked Councilman Sharp for stopping by the library and taking the time to look around and meet staff and review the policy manual. In her final comment, Ms. Hill stated that she has heard and read comments regarding the politics of the Library Board members. Ms. Hill stated she only serves the board following the guidelines of the Trustee Manual and the Hillsdale Community Library manual.

### **Consent Agenda**

- A. Approval of Bills
  - 1. City and BPU Claims of March 16, 2023: \$225,893.38
- B. City Council Minutes of March 20, 2023
- C. TIFA Minutes of January 17, 2023
- D. TIFA Dawn Theatre Minutes of February 16, 2023

- E. TIFA Targeted Development Minutes of February 14, 2023
- F. TIFA Program Committee Minutes of February 28, 2023
- G. Finance Minutes of March 20, 2023
- H. Operations & Governance Minutes of March 22, 2023
- I. Board of Review Minutes for March 2023
- J. Hillsdale College TCO/Noise Variance
- K. Right of Way Use Request: CAPA 5K
- L. Here’s to You Pub & Grub TCO-Noise Variance
- M. Wayfinding Signage Project – Phase II

Motion by Council member Morrissey, seconded by Council member Pratt to approve the consent agenda as presented.

Roll call:

Council Member Morrissey	Aye
Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Aye

Motion passed 9-0

**Communications/Petitions**

- A. Electronics Recycling Event
- B. March 2023 Library Update
- C. 2023 Assessor’s Report to Council
- D. Ted Jansen – Library of Michigan Censorship Information
- E. Proposal 2022-2 Election Update – Abe Dane, Deputy County Clerk, addressed Council regarding early voting that will be implemented due to the passing of Proposal 2022-2. Mr. Dane explained that 9 days of early voting will be required beginning during the primary election in 2024. The County Clerk’s Office is proposing County Jurisdictions consolidate and allow the County to oversee the 9 days or early voting. All 22 municipalities would split the cost equally, saving all jurisdictions a considerable amount of money.

F. Commissioner Update - Commissioner Doug Ingles addressed Council first by stating that aside from the sharing of set-up and equipment costs for the 9 day early voting, the sharing of Clerk duties will be a help as well.

Mr. Ingles reported a sales agreement with Renaissance, LLC for the purchase of the Courthouse annex had been approved for signature by the County Commissioner Chairman.

Window replacement has begun in the courthouse and is on track to be completed in June. Work is moving up the bell and clock tower.

Lastly, Commissioner Ingles thanked Councilwoman Pratt for her community service in helping clean up trash along the bike path.

Councilman Socha thanked the County for its efforts to help save money during elections.

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

- A. CRE Application for 3980 Property LLC – Public Hearing

Sam Fry, Marketing and Development Coordinator gave an overview of a Commercial Rehabilitation Exemption (CRE) application received by the Clerk’s Office from 3980 Property, LLC regarding the property at 3980 W. Carleton Rd. The estimated cost of rehabilitation is \$805,000.00. The current estimated value of the building is \$332,000. 3980 Property, LLC is requesting the CRE be approved for 10 years. The intent of the rehabilitation is to use part of the building for their own business as well as renting space for other businesses.

Mayor Stockford closed the public hearing for council comment.

Councilman Paladino questioned why the millage rate doesn't go down to zero for all categories. He was referred to the City Assessor. Mr. Paladino also questioned how long after the 10 years it will take the City to recoup the abatement.

Mayor Stockford opened the public hearing for public comment to which there was none.

Council Comment:

Councilman Sharp stated this is a good thing and bringing more jobs to Hillsdale is a good thing.

Councilman Socha pointed out that a portion of the building is already being rented to Apex Painting.

Councilman Wolfram pointed out that a significant amount of money is being invested and this will have economic development impact in Hillsdale and provide jobs.

Councilman Vear made clarification that taxes would still be paid on the base assessment of the building and the abatement would apply to the rehabilitation.

Motion by Councilman Socha, supported by Councilman Vear, to approve Resolution #3545 approving the CRE application for 10 years with the certificate set to expire December 30, 2033.

Roll Call:

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Aye
Council Member Morrissey	Aye

Motion passed 9-0

**Old Business**

A. Set Public Hearing – Proposal to Amend City Ordinance § 2.48.020, Chapter 2, Article IV, Division 7, Sec. 2-262

Mayor Stockford stated the date for the public hearing had been amended to be set for May 1, 2023.

Councilmembers began to opine regarding the amendment which included a letter written by Councilman Sharp. City Attorney Thompson advised they stop discussion as the agenda item spoke to setting a public hearing for the matter and all discussion should be saved for that time.

Motion by Councilman Morrissey, support by Councilman Socha, to set the public hearing for the Proposal to Amend City Ordinance § 2.48.020, Chapter 2, Article IV, Division 7, Sec. 2062 for May 1, 2023 at 7:00 p.m.

All ayes.

Motion carried unanimously.

**New Business**

A. 2023-24 Proposed City Budget & Set Public Hearing

Councilman Wolfram asked for reassurance that the budget contains the BPU budget as well.

Motion by Councilman Stuchell, support by Councilman Socha, to set a public hearing for May 15, 2023 to adopt the 2023-24 Proposed City Budget.

All ayes.

Motion carried unanimously

B. Audit Proposals 2023-2025

A request for Audit Proposals was sent out in February covering the fiscal years 2023 through 2025. The Finance Committee and staff reviewed three proposals and recommend Council award the audit contract to Yeo & Yeo.

Councilmen Morrisey and Wolfram shared their interview experience with Yeo & Yeo with Council and what led them to their recommendation.

Councilman Sharp stated he hadn't been able to attend the interviews with the firms and stated he supported Councilmen Morrisey and Wolfram in their recommendation.

Motion by Councilman Wolfram, support by Councilman Morrisey, to award the 2023-2025 Audit Contract to Yeo & Yeo

Roll call

Council Member Paladino	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Aye
Council Member Morrisey	Aye

Motion passed 9-0

C. Cintas Contract

The Department of Public services recently received notice of a price increase for services in their uniform contract from UniFirst to go into effect with their contract renewal. Director Jason Blake received three proposals:

- UniFirst        \$5,731.44 year/\$28,657.20 5 year contract
- Cintas         \$5,530.98 year/\$27,654.90 5 year contract
- Gallagher     \$9,951.04 year/\$49,755.20 5 year contract

After doing meaningful comparisons, Director Jason Blake recommended Council award the bid to Cintas as the change would come with an approximate savings of \$1000.00 over the course of the contract.

Motion by Council member Sharp, seconded by Council member Vear, to award the uniform contract to Cintas

Roll call:

Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Socha	Aye
Council Member Stuchell	Aye
Council Member Vear	Aye
Council Member Wolfram	Aye
Mayor Stockford	Aye
Council Member Morrisey	Aye
Council Member Paladino	Aye

Motion passed 9-0

D. Resolution of Support – HB5054 Pension Best Practices Resolution #3545

When passed by the Michigan House of Representatives a year ago, HB5054 included &750 million in pension grants to be divided between communities with pensions funded at less than 60 percent and \$250 million to be divided by communities with pensions funded above that. However, the \$250 million for communities that followed the Stat’s best practices and had pensions funded above 60 percent did not make it into the 2022 State of Michigan budget.

Resolution #3545 is a show of support requesting the Legislature and Governor reconsider the \$250 million in pension grants for those communities whose pensions are funded over 60% and include it in the State’s upcoming budget.

Councilman Morrisey commented that upon his arrival the City was in a pretty bad state in regard to pension funding and has worked diligently bring the City into a better position. Essentially the City is being penalized for doing this. City Manager concurred stating there were sacrifices made in order to bring the City’s pension funding up to 80%.

Councilman Paladino expressed his displeasure in the \$250 million cut.

Motion by Councilman Morrisey, support by Councilman Wolfram, to adopt Resolution #3545 supporting the request to the State Legislature and Governor to reconsider including the \$250 million pension grants for municipalities over 60% be included in the State’s upcoming budget.

All ayes.

Motion carried unanimously.

**Miscellaneous Reports**

- A. Proclamations – Hillsdale American Legion 100 Year Anniversary  
Autism Awareness Month
- B. Appointments- None
- C. Other- None

**General Public Comment**

Jeremiah Regan thanked Recreation Director Michelle Loren for running the baseball program.

James Galloway remarked about the lack of livestream at the last couple of meetings. He also spoke about the cleanup efforts he has been making along the bike path. In doing so he has come across a back log of debris along the railroad tracks that has been there for several years and wondered who he should contact to get it cleaned up.

**City Manager’s Report**

City Manager Mackie thanked the volunteers for their efforts at the cemeteries during Day of Service.

Mr. Mackie reminded about the Electronics Recycling event being held on April 20<sup>th</sup> from 10 a.m. to 3 p.m. at 149 Waterworks Drive.

Mr. Mackie also reported the BPU staff is participating in mutual aid in Ohio to help with the recent tornado damage.

Mr. Mackie addressed the livestream issue explaining it was taken out during the ice storm. Livestream should be working by the next meeting April 17, 2023.

Mr. Mackie pointed out the handouts of the 1978 Amended Library Ordinance for Council to refer to in reference to the ordinance change to the ordinance that is currently before Council for consideration.

Lastly, Mr. Mackie stated he would be reaching out to Council to see if anyone would like to set up meetings with department heads. He went on to highlight some of the different areas of savings in the budget and some of the many projects this budget is able to afford the City.

Councilman Sharp expressed his delight that the Westwood Project is moving forward as he has been asked several times by his constituents. He also commented he is happy to see the Meijer project making good progress.

Council Socha questioned the timing for the completion of brush pick up. To which City Manager Mackie explained DPS is working hard at it. Approximate time of completion will be 2 – 3 weeks.

**Council Comments**

Councilman Stuchell commented that he attended the first Homelessness Task Force meeting and was pleased with the discussions that took place.

Mayor Stockford apologized for the way he handled the Library Board appointment and apologized to Board Chair, Karen Hill for assuming her politics. Mayor Stockford further apologized to Councilman Paladino for bringing him into the matter. Mr. Stockford went on to discuss his plans for moving forward with what library board representation might look like in the future. He has spoken with school board members, and library board members trying to find a direction.

Josh Paladino spoke about Town Ball headed up by Grant More. There will be a game in North Adams April 29<sup>th</sup>. He also thanked James Galloway for his cleanup efforts.

**Adjournment**

Motion by Council member Sharp, seconded by Council Member Socha, to adjourn the meeting.

By a voice vote, the motion passed unanimously. The meeting adjourned at 8:15 p.m.

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Adam Stockford, Mayor

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Michelle Loren, Deputy Clerk

## CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: April 3, 2023

Time: 6:30 PM

## PRESENT:

COMMITTEE: Will Morrissey, Bruce Sharp, Gary Wolfram

STAFF: Scott Hephner (Police and Fire Chief), David Mackie (City Manager)

PUBLIC: None

## BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

## Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 301 Card services center is Master Card through Michigan Bank and Trust

Remote Kit is wiring package for police radios

Department 567 Tree removal for hanging limbs

Department 595 Support agreement is for fuel pumps for planes at airport

Department 756 Tree removal

Department 490 Black Cat 2 Radar Kit is for major and local street traffic counting device

Fund 408

Department 751 Trash receptacles and picnic tables paid for by Community Foundation Grant

Fund 582

Department 175 AMI Gateways reads electric meters

Fund 590

Department 547 Samples taken of waste water for analysis

Fund 591

Department 544 Services at WTP is for electronic controls at waste water treatment plant

SLC Meter is for water meter valve replacement

Motioned by Morrissey and seconded by Wolfram to approve.

Motion passed 3-0.

Discussion of letters for delinquent property taxes submitted by Peter Merritt

Public Comment: None

Motioned by Wolfram and seconded by Morrissey to adjourn.

Motion passed 3-0.

ADJOURNMENT: 6:45 PM

Minutes prepared by Gary Wolfram



**Election Commission  
Minutes**

**Hillsdale City Hall  
97 N. Broad Street  
Hillsdale, MI 49242**

**Monday, April 10, 2023**

**Board members present:** Melissa DesJardin  
Michael Hendershot  
Penny Swan

**Board members absent:** None

Also present was Katy Price, City Clerk.

**Call to Order:**

The meeting was called to order by City Clerk Price at 3:32 P.M.

**Public Comments**

No public comments were offered.

**MINUTES**

Election Commission meeting minutes of October 6, 2022.

Motioned by Commissioner Swan, seconded by Commissioner DesJardin to approve the meeting minutes as presented.

By a voice vote, the motion passed unanimously.

**Communications/Petitions**

Clerk Price shared Saturday, April 29<sup>th</sup> Clerk office hours 8:00 a.m. – 4:00 p.m. to issue absentee ballots and register new voters.

**Old Business**

There was no old business for review

**New Business**

**A. Appoint New Chairperson**



DesJardin motioned to appoint Swan as chairperson, seconded by Commissioner Hendershot.

By a voice vote, the motion passed unanimously.

**B. Appointment of Election Inspectors & Receiving Boards for the May 2, 2023 Special Election**

City Clerk Price presented a proposed listing of election inspectors for the May 2, 2023 Special Election.

Commissioner Swan, seconded by Commissioner Hendershot, moved to appoint the following individuals to serve as poll workers for the May 2, 2023 election, pending any necessary changes and emergencies:

**Poll Workers:**

Combined precincts:

Ward 1 & 3: Elizabeth Wilds (Chair), Sheri Ingles, Kellie Hendershot

Ward 2 & 4: Hilary Plummer (Chair), Roy Bodinus, Terry Dye

RCV Board, Wilds/Ingles, Plummer/Bodinus

Absentee Ballot Processors: Ron Grossheim, Sue Burns

Help/Information Desk: Sue Billings

By a voice vote, the motion passed unanimously.

**C. Conduct Public Accuracy Test for May 2, 2023 Special Election**

The Elections Commissioners performed the accuracy test for the two precinct tabulators and the touch writer that are to be used for the May 2, 2023 Special Election. All tabulators and scan units tested out without error.

**Miscellaneous**

Clerk Price thanked the Commission for their service to the City and dedication to the election process.

**Adjournment**

Commissioner Swan, seconded by Commissioner Hendershot, moved to adjourn, by voice vote, the motion passed unanimously.

The meeting adjourned at 4:21 p.m.

Submitted by: Katy Price, City Clerk

Public Safety Committee  
Minutes for April 11th, 2023 Meeting

1. Call Meeting to Order
  - a. Councilmen Rob Socha, Greg Stuchell, Joshua Paladino, and Police Chief Scott Hephner were in attendance.
2. Pledge of Allegiance
3. New Business
  - a. Traffic and Parking Safety
    - i. Councilmen Socha, Stuchell, and Paladino all supported converting the intersection at West St. and Fayette St. to a four-way stop.
      1. Hephner said that the current rate of accidents alone does not qualify the intersection for a four-way stop, but he will look into other reasons to support the change. He added that, if the traffic signs at the intersection change, he wants to make sure that confusion and old habits do not lead to more accidents. To that end, he proposed stop signs with lights or a blinking red traffic light, as at Hillsdale St. and Fayette St.
    - ii. Councilman Paladino asked Hephner if he could update the intersection at Charles St. and Hallett St., just west of Broad St. Northbound Charles St. has a yield sign, while southbound Charles St. has a stop sign, creating an unusual, confusing, and potentially dangerous situation.
      1. Hephner said he would look at the matter and that he would support a two-way stop at Charles St. and Hallett St.
    - iii. Councilman Socha brought up an issue with two-way traffic on Waldron St. between West St. and Manning St. He said that parking on both the north and south side of Waldron St. sometimes prevents two-way traffic from flowing freely.
      1. Hephner agreed to investigate the street's parking and its effect on traffic flow.
  - b. Camping Ordinance - Send to Full Council
    - i. Councilman Stuchell made a motion to bring the camping ordinance to the full council's next meeting on Monday, April 17th, without prejudice. Councilman Paladino seconded the motion. All committee members voted in favor: 3-0.
  - c. Miscellaneous Reports
    - i. Homeless Task Force Update
      1. Chairwoman Stephanie Myers gave an update about the task force's second meeting.
        - a. Penny Myers spoke about homelessness and her work at the Warming Center.
        - b. She asked the Public Safety Committee to clarify the Homeless Task Force's role, whether it should focus on ordinances or coordination of social services. Committee members agreed that the task force could provide suggestions on both fronts, though they saw coordination of social services as the main concern. Stuchell noted that the Public Safety Committee will continue to work independently from the task force, though it will gladly accept recommendations.
4. Public Comment
  - a. Missy DesJardin, Joseph Caudille, Casey Stewart, Tracy Fowler, Ted Jansen, Jose Arevalo, and Jack McClain.

**City of Hillsdale**  
**Agenda Item Summary**

**MEETING DATE:** April 17, 2023

**AGENDA ITEM #:** Consent

**SUBJECT:** Barber Street Lift Station Standby Generator

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

**Project Background:**

Barber lift station has the highest flows of all our lift stations. During the power outage, this required us to use our vacor truck, as well as, DPS vacor to keep up with the flow. A standby generator would greatly free up staff during these events. This is a liquid cooled, commercial unit with automatic transfer switch. This project is in FYE 2024 capital budget but with the long lead times, we should order now.

**RECOMMENDATION:**

BPU Board supports award by Council for the purchase of this generator from Clark Electric in the amount of \$21,200.00.

**BIDS:**

Clark Electric	\$21,200.00
Positive Electric	\$32,500.00
Crouch Electric	\$26,831.00

**City of Hillsdale**  
**Agenda Item Summary**

**MEETING DATE:** April 17, 2023

**AGENDA ITEM #:** Consent

**SUBJECT:** New Doors for Wells and WWTP

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

**Project Background:**

This project is to replace the double door on the inlet works building at the WWTP and then the remaining three double doors at well houses 4, 5, and 8. Well houses 1, 2, and 3 were replaced in the past couple years. The WWTP doors need a new header plate and brick work done and thus the higher cost. Funds are set aside in the capital improvement budget.

**RECOMMENDATION:**

BPU Board supports award by Council for the replacement of these doors to Foulke Construction Company in the amount of \$21,500.00.

**BIDS:**

Foulke Construction	\$21,500.00
JLC Improvements	\$24,000.00
O'Connor Contracting	\$59,400.01

**City of Hillsdale**  
**Agenda Item Summary**

**MEETING DATE:** April 17, 2023

**AGENDA ITEM #:** Consent

**SUBJECT:** WWTP Catwalk Grating Replacement

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

**Project Background:**

The catwalk grating at the WWTP are all from the mid 80's and are fiberglass. They are weathered and are creating a safety issue at this point. Staff would like to replace them all with aluminum grating. This price is for grating only, staff will install. This project is in FYE 2024 capital budget and is expected to arrive around mid-July.

**RECOMMENDATION:**

BPU Board supports award by Council for the purchase of this grating to McNichols in the amount of \$33,888.26.

**BIDS:**

McNichols	\$33,888.26*
NEFCO	\$46,637.23
Eckelberry's Welding	\$45,208.33

\*Tax will be removed once set up as a vendor.

**City of Hillsdale**  
**Agenda Item Summary**

**MEETING DATE:** April 17, 2023

**AGENDA ITEM #:** Consent

**SUBJECT:** Water Meters

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

**Project Background:**

We have received 140 nodes and have enough registers and bodies to go with those nodes. This order is to have enough registers and bodies to go with the next order of nodes due around July. We will be able to finish all residential meter replacements at that time. SLC is our area supplier for Badger Meter and thus no other quotes are available. Staff has part of the requested funds in this years' capital budget and the remaining in FYE 2024 capital budget.

**RECOMMENDATION:**

BPU Board supports award by Council for the purchase of these registers and bodies from SLC Meter, LLC in the amount of \$27,637.38.

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** April 17, 2023

**Agenda Item:** Consent

**SUBJECT:** Here's to You Pub & Grub Street Closure Agreement – Beginning of the 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, May 20, 2023 and 12:00 p.m. on Sunday, May 21, 2022 in order to extend his service area for a beginning of summer street party.

The closure will be in compliance with City regulations pursuant to TCO No.2023-09 approved by Council at a regular meeting held on April 3, 2023.

**RECOMMENDATION:**

I recommend Council approval the agreement as presented and authorization of signatures by the Mayor and Clerk.

**AGREEMENT FOR USE OF STREET**  
**Here's to You Pub & Grub North Street Closure**  
**May 20 & 21, 2023**

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 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, May 20, 2023 until 12:00 p.m. Sunday May 21, 2023. 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, May 20, 2023 and 12:00 p.m. Sunday, May 22, 2022 pursuant to Traffic Control Order No. 2023-9.
  - 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, May 20, 2023 and 12:00 p.m. Sunday May 21, 2023.
  - C. Between the hours of 7:00 a.m. on Saturday, May 20, 2023 and 12:00 p.m. Sunday May 21, 2023, 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, May 20, 2023 and 12:00 p.m. Sunday May 21, 2023, 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, May 20, 2023.
  - 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 12:00 p.m. on Sunday, May 21, 2023.
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 12:00 p.m. on Sunday, May 21, 2023, 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, May 22, 2023.

C. Prior to 12:00 p.m. on Sunday, May 21, 2023, 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

\_\_\_\_\_  
David Mackie, City Manager  
City of Hillsdale

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

Dated: April \_\_\_\_, 2023

Dated: April \_\_\_\_, 2023

\_\_\_\_\_  
Katy Price, Clerk  
City of Hillsdale

Dated: April \_\_\_\_, 2023

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: April 17, 2023**

**Agenda Item: Consent**

**SUBJECT: Hillsdale College Street Closure Agreement – Commencement**

**BACKGROUND: Michelle Loren, Recreation Director**

Hillsdale College has submitted a Right of Way permit requesting the closure of Hillsdale Street and adjacent sidewalks between Galloway Street and Barber Drive for the 2023 Commencement Ceremony as well as an alternative route closing Oak St. and E. College St. and adjacent sidewalks between Academy Lane and Union St. The closure(s) will take place beginning at 8:00 a.m. and ending at 6:00 p.m. on May 13, 2023 pursuant to TCO #2023-07 approved by Council at a regular meeting held on April 03, 2023.

The agreement has been reviewed and approved by legal counsel.

## **RECOMMENDATION**

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

**STREET/SIDEWALK USE AGREEMENT**  
**Hillsdale College**  
**2023 Commencement Ceremony**  
**May 13, 2023**

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

**Preamble**

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

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

Hillsdale College desires to hold an event requiring the closure of Hillsdale Street between College Street and Barber Drive and adjacent sidewalks for the purpose of its Commencement Ceremony on Saturday, May 13, 2023 with the cleanup activities to be conducted and finalized within a specified period following the end of the event. In the event the location needs to be relocated the event will require the closure of Oak Street between E. College Street and Academy Lane.

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

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

**Agreement**

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets and adjacent sidewalks during specified periods on May 13, 2023, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. the closure of Hillsdale Street and adjacent sidewalks between E. College Street and Galloway and Barber Drives beginning at 8:00 a.m. and ending

at 6:00 p.m. on May 13, 2023, for the purpose of holding Hillsdale College Commencement Ceremony.

- b. the closure of Oak Street and adjacent sidewalks between Academy Lane and Union Street from 8:00 a.m. until 6:00 p.m. as an alternative to the above should the location change.

2. Hillsdale further agrees that it shall temporarily close Hillsdale Street and adjacent sidewalks between College Street and Barber Drive by Traffic Control Order 2022-07 passed by City Council on April 03, 2023 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement. Hillsdale further agrees that it shall temporarily close Oak Street and adjacent sidewalks between E. College Street and Academy for an alternative commencement location between the hours set forth for the area in subparagraph b. of paragraph 1 of this agreement pursuant to Traffic Control Order 2023-07 passed by City Council on April 03, 2023.

3. The College shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the above mentioned streets as shown on the attached Exhibit A, in order to close off the streets to motor vehicle traffic and the adjacent sidewalks to pedestrian traffic between 8:00 a.m. and 6:00 p.m. on Saturday, May 13, 2023.

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

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

6. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from the Hillsdale Street/Oak Street closure(s) and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Monday, May 15, 2022.

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

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

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

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

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

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

12. Hillsdale College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of 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 College's presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

13. Hillsdale College shall carry and provide all 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.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF HILLSDALE**

**HILLSDALE COLLEGE**

\_\_\_\_\_  
Adam Stockford, Mayor  
City of Hillsdale

\_\_\_\_\_  
Richard Pewé,  
Chief Administrative Officer  
Hillsdale College

Dated: April \_\_\_\_\_, 2023

\_\_\_\_\_  
Katy Price, Clerk  
City of Hillsdale

Dated: April \_\_\_\_\_, 2023

# FORT WAYNE RAILROAD HISTORICAL SOCIETY INC.

**FOR RELEASE: April 13th - 8:00 AM**

## **AWARD-WINNING INDIANA RAIL TOURISM PROGRAM EXPANDS AFTER SUCCESSFUL FIRST YEAR**

NORTHEAST INDIANA – Following a successful season of memorable events and recent recognition as Indiana’s “Best New Experience” from the Indiana Tourism Association, a 1940s-era railroad attraction has expanded its calendar of excursions in Northeast Indiana, Southeast Michigan, and Northwest Ohio for 2023.

Operated by the Fort Wayne Railroad Historical Society and the Indiana Northeastern Railroad Company, the INDIANA RAIL EXPERIENCE has events planned between May and December, including steam-powered fall color tours, Christmas train rides, and a hands-on Indiana Rail Camp for young adults and railroad fans. The season will begin with the Indiana Ice Cream Train operating out of Angola on Memorial Day weekend and special events on Father’s Day weekend.

Returning will be the popular all-day excursions to Hillsdale, Michigan, and Wine & Whiskey Trains that will operate throughout the year. Included in the calendar of events will also be a special Railroad Open House event featuring several steam and diesel locomotives at the Indiana Northeastern’s locomotive shop in Hudson, Indiana.

Ticket sales for the season’s initial events will begin on April 19th at 6:00 PM. For more information, visit [indianarailexperience.org](http://indianarailexperience.org). Dates, venues, and trip details are subject to change.

Excursions will feature both diesel locomotives and historic Nickel Plate Road steam locomotive no. 765 on select occasions. Trains include vintage passenger cars from the 1920s through the 1950s, with accommodations in deluxe coach, first-class, lounge, and dining cars. Group packages and private passenger car charters will also be available.

*(continued)*

# FORT WAYNE RAILROAD HISTORICAL SOCIETY INC.

“This is only a new era not only for our organization but for cultural heritage tourism in the Northeast Indiana region,” said Kelly Lynch, Vice President of the Fort Wayne Railroad. “There is no other tourist railroad that connects three states together like this one and it presents a significant opportunity to use our transportation history and attractions as a way to welcome thousands of people to this region. This is just the start of a series of exciting announcements this year and we anticipate this program will continue to grow, especially in Steuben County.”

Operated entirely by volunteers, the increased number of events this year also means that the Indiana Rail Experience is recruiting this year for positions in event administration, docents, operations, gift store, on-board and customer service roles. Interested participants can apply at [fortwaynerailroad.org/volunteer](http://fortwaynerailroad.org/volunteer).

Events will be hosted in cooperation with the Little River Railroad, Gramling Locomotive Works, Norfolk & Western Business Car No. 300 Preservation Society, City of Angola, and City of Hillsdale, Michigan, and the Steuben County Tourism Bureau.

## ABOUT

*The Indiana Rail Experience is a partnership between the Fort Wayne Railroad Historical Society, Inc. and the Indiana Northeastern Railroad Company.*

*For over 50 years, the Fort Wayne Railroad Historical Society has created unique and memorable experiences through its celebration of the Golden Age of Railroad – a special era of American transportation, innovation, and connectivity between the 1930s and 1950s. The Fort Wayne Railroad has operated historic steam locomotive Nickel Plate Road no. 765 extensively in public exhibition and passenger train excursion service and its events routinely welcome visitors from all 50 states and half a dozen countries. Its operations are made possible entirely through volunteers and funded by ticket sales, memberships, donations, grants, and sponsorships.*

*Formally incorporated in 1992, the Indiana Northeastern has revitalized the former Wabash and New York Central Railroad lines which had all but been abandoned by the 1990s. The locally owned short-line railroad success story now sees over 7,000 freight carloads a year, serves 25 industrial and agricultural industries in three states, and supports over 500 jobs. The Indiana Northeastern maintains offices in Hillsdale, Michigan and South Milford, Indiana, and a locomotive repair facility in Hudson, Indiana, respectively.*

# **FORT WAYNE RAILROAD**

**HISTORICAL SOCIETY INC.**

## **2023 PUBLIC EVENTS CALENDAR**

*Dates, venues, prices, and trip details are subject to change.*

### **MAY 27th & 28th – ICE CREAM TRAINS**

Steam-powered train rides departing Pleasant Lake, Indiana. Tickets start at \$15.00.

### **JUNE 17th – DONUTS & DADS TRAIN and SUMMER BBQ TRAIN**

Steam-powered train rides departing Angola, Indiana on Father's Day. Tickets start at \$15.00 for Donuts & Dads and \$75.00 for the Summer BBQ Train.

### **JUNE 18th – TRI-STATE SCENIC EXCURSION**

All-day, roundtrip steam excursion between Edon, Ohio and Hillsdale, Michigan on Father's Day. Tickets start at \$99.00.

### **JUNE 24th – ICE CREAM TRAINS**

Diesel-powered train rides departing Pleasant Lake. Tickets start at \$15.00 for children and \$25.00 for adults.

### **JULY 7th & 8th – WINE & CHOCOLATE TRAIN**

Diesel-powered train rides departing Angola for passengers 21-and-over. Tickets start at \$75.00.

### **JULY 13th - 15th – INDIANA RAIL CAMP**

An immersive, three-day railroad skills and educational camp for young adults to develop their passions and skills, and for scouts to earn their Railroad Merit Badge. Camp admission and registration TBA.

### **JULY 15th - WINE & WHISKEY TRAIN**

Steam-powered train ride departing Angola for passengers 21-and-over. Tickets start at \$75.00.

### **JULY 16th – ICE CREAM TRAINS**

Diesel-powered train rides departing Angola. Tickets start at \$15.00.

### **JULY 29th & 30th – RAILROAD OPEN HOUSE**

Featuring Little River Railroad, Gramling Locomotive Works, and Nickel Plate Road no. 765. Admission is free. Ticket prices TBA.

# **FORT WAYNE RAILROAD HISTORICAL SOCIETY INC.**

## **JULY 19th – SOUTH MILFORD MEMORIAL DEDICATION TRAIN**

Steam train ride departing South Milford. Ticket price TBA.

## **AUGUST 20th – TAILS, ALES & RAILS**

Train rides for good dogs and their owners departing Pleasant Lake. Tickets are \$45.00.

## **OCTOBER 7th & 8th – INDIANA FALL COLOR TRAIN**

All-day steam excursions departing Pleasant Lake for Hillsdale. Tickets start at \$99.00.

## **OCTOBER 14th & 15th – MICHIGAN FALL COLOR TRAIN**

Steam & diesel excursion departing Hillsdale for Angola. Tickets start at \$99.00.

## **NOVEMBER 24th - 26th – CHRISTMAS CABOOSE RIDES**

Traditional diesel-powered Christmas train rides and group charters aboard Santa's caboose in New Haven. Tickets start at \$9.00.

## **DECEMBER 8TH - 10th – INDIANA SANTA TRAIN**

Diesel-powered holiday excursions and events departing Pleasant Lake. Tickets start at \$35.00.

## **DECEMBER 15TH - 17th – INDIANA SANTA TRAIN**

Diesel-powered holiday train excursions and events departing Pleasant Lake. Tickets start at \$35.00.



A photograph of a large, classical-style building with a prominent portico supported by four columns. The building is made of brick and stone. The sky is blue with some clouds. The image is overlaid with a semi-transparent grid pattern.

2022

HILLSDALE CITY PLANNING COMMISSION

# ANNUAL REPORT



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

## **YEAR IN REVIEW**

### **2022**

- Site Plan review for new Sandy Beach Pavilion
- Site Plan review for 200 N. Manning, College Baptist Church
- Site Plan review for 3600 W. Carleton Road, Meijer
- Site Plan review 150 Barber Drive, Hillsdale College Baseball Stadium
- Site Plan review for 258 Union Street, Hillsdale College Dormitory
- Site Plan review for Lakeview Cemetery Expansion
- Site Plan review for 240 W. Carleton Road
- Site Plan review of 98 West St. Joe Street
- Site Plan review for 3007 W. Carleton Road
- Site Plan review for 101 Hillsdale Street
- Site Plan review for 183 Hillsdale Street
- Site Plan review of 203 Development Drive
- Site Plan review of 121 Mechanic Drive
- Rezoning of 901 Development Drive from I-1 Industrial to R-1 Single-family Residential
- Land Division of 237 E. South Street



April 13.2023

Honorable Mayor Adam Stockford and Hillsdale City Councilpersons,

At the April 11, 2023 Public Safety Committee meeting, Mr. Socha elected to falsely and maliciously state that I was in violation of a City Ordinance during his rambling verbal assault against me. This alleged violation was in reference to the flora I have legally planted in the curbside property I own.

Since this false accusation was made in a public meeting, I expect a full, sincere apology to be made by Mr. Socha at the City Council meeting on April 17, 2023. Attached is the permit issued by the City of Hillsdale allowing these plantings in the curbstrip.

Thank You,

  
Ted N. Jansen

104 Hillsdale St.

Received by K. Faugher  
Date 8/17/2020  
Amount Rec'd \_\_\_\_\_  
Check # \_\_\_\_\_  
Permit # 3759



**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**

Applicant's Name <u>Fred JANSEN</u>		Date <u>8/17/2020</u>	
Mailing Address <u>104 Houson St</u>		Mailing Address	
City <u>Hillsdale</u>	State <u>MI</u>	City <u>49242</u>	State <u>MI</u>
Zip Code <u>49242</u>	Zip Code <u>49242</u>	City <u>517</u>	State <u>485-4974</u>
Telephone Number <u>517 485-4974</u>	Telephone Number	City	State

**DESCRIPTION OF WORK OR USE:**

Plantings & Mulch in <sup>City</sup> ~~ANY~~ CURBSTAIR

**LOCATION: (Drawing to be provided)**

104 Hillsdale St

**FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:**

**TIME PERIOD:**

COMMENCING DATE: 8/17 TIME: \_\_\_\_\_ ENDING DATE: 2020 TIME: \_\_\_\_\_

**THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:**

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

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

**Staff Use Only**

Recommendation for Issuance

Approved  Denied

 08-20-2020  
Director, Department of Public Services

Director Comments:

See attached ROW planting guide. Please provide a list to the City Forester of plant species to verify invasives and large plants are not being planted. Also include the herbicide brand/type used to kill the vegetation in the city ROW prior to issuance of this permit. Notify DPS when planting project is complete for final inspection and release of this permit.

Recommendation for Issuance


Approved  Denied

Chief of Police Comments:

Chief of Police

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

Fee Received \$ 10.00

City Clerk 

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

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

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



**CITY OF HILLSDALE**

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

**WWW.CITYOFHILLSDALE.ORG**

Receipt: 43559 08/20/20

Cashier: KATY

Received Of: **TED JANSEN**

The sum of: **10.00**

ROW PERMIT

PLANTINGS

<u>Receipt Code:</u>	<u>Description:</u>	<u>Distribution:</u>	
PT	RIGHT OF WAY PERMIT APP	101-000.000-476.000	10.00
			<b>Total</b> <u>10.00</u>

**TENDERED: Cash**

Signed: \_\_\_\_\_

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 17, 2023

**Agenda Item:** New Business

**SUBJECT:** Communications/Petitions Consideration of Amendment of Chapter 24, Article II, Sec. 24-37, Alcoholic Beverages

**BACKGROUND PROVIDED BY:** Katy Price, City Clerk

Councilman Paladino brought forth the attached ordinance amendment to be considered.

**RECOMMENDATION:**

Staff recommends Council send the attached ordinance amendment to the Community Development Committee for review as they will be discussing the Social District plan at their next meeting, April 20, 2023 at 6:00 p.m.

Consideration of Amendments to Alcoholic Beverages Ordinance: Code 1979, §12.20.070 or Chapter 24, Article II, Sec. 24-37

As the city council considers adopting a downtown social district, which would allow citizens to carry and consume alcohol in a defined district, I would like to consider an alternative option.

Three things have come to my attention that perhaps warrant a different approach.

First: the costs associated with the social district.

Second: the regulations associated with the social district.

Third: the unintended consequences of a social district on outside businesses.

The authority to create a social district comes from [Public Act No. 124](#) of 2020. The act establishes additional costs for business owners, including an annual “fee of \$250.00 for a social district permit paid to the “liquor control enforcement and license investigation revolving fund.”

Though the act does not impose a heavy burden on the city government, it does give the city government a role in establishing and regulating the social district—an additional task the city does not need.

The alcohol served within the social district cannot leave the social district. And the regulations seemingly prohibit a free flow of people between businesses with drinks in hand, such as in (4)(b), which states that customers can leave one business with their container but then “while possessing the container” they cannot “enter the licensed premises of a social district permittee other than the social district permittee from which the purchaser purchased the container.” Some businesses may want to let customers bring outside drinks into their bars and restaurants. Business owners certainly will not want customers to exclusively drink alcohol from another business while on their property, but the nature of a social district suggests that customers may not finish their first drink by the time they reach their second location, and so on. Regardless, businesses should have the right to establish their own policies about alcohol purchased on- and off-site. The state does not need to impose these policies.

Michigan law even regulates the containers that businesses can use to serve alcohol in the social district:

(b) The holder of the social district permit only serves alcoholic liquor to be consumed in the commons area in a container to which all of the following apply:

i) The container prominently displays the social district permittee’s trade name or logo or some other mark

that is unique to the social district permittee under the social district permittee’s on-premises license.

(ii) The container prominently displays a logo or some other mark that is unique to the commons area.

(iii) The container is not glass.

(iv) The container has a liquid capacity that does not exceed 16 ounces.

Next, the city government would have the authority to determine the boundaries of the social district, which could pull customers away from outlying businesses and act as an unintended and unwarranted punishment to them based on their location. As a citizen told me, “I, like other MLCC licensees in the city of Hillsdale, have paid for the license, and in my case I pay a great deal in property taxes every year. A localized ‘social district’ would be a disadvantage to any business outside the area. I see it as the local government picking winners and losers in a way. That is not how free markets should work. I believe the playing field should be kept as level as possible.”

If Public Act No. 124 gives the only path to creating a downtown social district, then the city council should create an expansive district that extends beyond the downtown, and I would support it. But there may be alternatives to consider.

From my understanding of state law—and I may be missing something, in which case I would appreciate correction—the city has the authority to establish its own alcohol regulations on public property.

The relevant state law, the Michigan Liquor Control Code of 1998, Act 58 of 1998, MCL 436.1915, states:

- (1) Alcoholic liquor shall not be consumed on the public highways.
- (2) Except as provided in subsections (3) and (4), alcoholic liquor may be possessed or consumed in public parks, public places of amusement, or a publicly owned area not licensed to sell for consumption on the premises.
- (3) The governing body of a local governmental unit may prohibit by ordinance, order, or resolution the possession or consumption of alcoholic liquor in any public park, public place of amusement, or publicly owned area that is owned or administered, or both, by that local governmental unit.
- (4) A department or agency of this state that administers public lands may prohibit by rule, order, or resolution the possession or consumption of alcoholic liquor on the public land under its jurisdiction.

Michigan’s deference to local governmental units appears to give the city of Hillsdale wide latitude in determining its own regulations concerning alcohol, apart from Public Act No. 124.

The Michigan cities that I analyzed have chosen to curb almost all outdoor alcohol consumption with their authority under MCL 436.1915. Ann Arbor offers a good example because it prohibits outdoor alcohol consumption except when the city council allows businesses to “sell or deliver alcoholic liquor for consumption on a designated area of public streets, parking structures or parking lots, subject to such restrictions as to time, dates and location as may be imposed by the City Council.” This establishes that municipalities in Michigan have the right to regulate or deregulate public, outdoor alcohol consumption, though they have in practice consistently adopted more restrictive laws.

The city of Hillsdale has chosen to enact a strict law regarding public alcohol consumption since at least 1979 under §12.20.070.

The current ordinance states: “No person shall consume alcoholic beverages or possess alcoholic beverages in a container which is open or uncapped, or on which the seal is broken, within any park, playground or public place located within the following described areas: Any portion of the east one-half of Section 36, T6S, R3W, Hillsdale County and any portion of Section 1, T7S, R3W, Hillsdale County; provided, however, that this section shall not be applicable to that public place known as R.L. Owen Marina nor to the ten-foot strip of land immediately adjacent thereto.” The area described, according to publicly available sources, appears to encompass the entire city.

No changes to this ordinance, it should be noted, would affect the established laws against public intoxication and disorderly conduct, as found in Code 1979, §9.06.010, which states: “It is unlawful for a person to be intoxicated in a public place if that person is directly endangering the safety of another person or of property.” That ordinance, as well as all other ordinances against public disorder and littering, should be strictly enforced.

Rather than establishing a social district, with its associated costs, regulations, and government interference, the city council seems to have the authority to simply decriminalize and deregulate public alcohol consumption. There are several ways the council could approach this matter, from complete deregulation to more relaxed regulation, with certain restrictions on appropriate times, places, and types of alcohol consumption.

To accomplish the same goal as the social district without the associated bureaucratic work, the city council could change the “described areas” in the ordinance to exclude the downtown and surrounding areas. The city council could include exceptions for certain dates, such as Fridays and Saturdays, and times, such as from 5:00 p.m. to sunset, midnight, or some other agreed upon time. And the city could take an additional step and allow public alcohol consumption on parks and trails on certain dates and times.



# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** April 17, 2022

**Agenda Item:** New Business

**SUBJECT:** Airport MDOT Crack Filling Contract

**BACKGROUND PROVIDED BY:** Ginger Moore, Airport Manager

The City needs to crack fill the runway and taxiway areas of the Municipal Airport. The City has received federal funding for up to 95% of the project. The total project cost is \$23,745 and the City's share of the project is \$1,188. Attached is the resolution approving Contract 2023-0364 and authorizing the City Manager to execute the contract on behalf of the City.

**RECOMMENDATION:**

Approve resolution \_\_\_\_\_ approving MDOT Contract 2023-0364 and authorizing the City Manager and City Clerk, on behalf of the City of Hillsdale, to enter into the crack filling agreement.

CITY OF HILLSDALE, MICHIGAN  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO APPROVE CONTRACT NO. 2023-0364 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Hillsdale has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for crack filling; and

WHEREAS, the City Manager and Clerk of the City of Hillsdale are authorized to enter into and execute on behalf of the City of Hillsdale with the Michigan Department of Transportation for crack filling for the contract period.

WHEREAS, the City of Hillsdale does hereby approve Contract Number 2023-0364; and,

WHEREAS, this resolution shall also approve execution by the City Manager and Clerk of Project Authorizations for any programs designated by the City of Hillsdale and /or Project Authorizations for any amount determined by the City of Hillsdale with the Michigan Department of Transportation which are issued under Contract Number 2023-0364; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and City Clerk of the City of Hillsdale are hereby authorized and directed to execute said Contract for, and on belief of, the City of Hillsdale.

PASSED IN OPEN COUNCIL MEETING THIS 17th DAY OF April, 2023.

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

Attest:

\_\_\_\_\_  
Katy Price, City Clerk

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF HILLSDALE**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Hillsdale (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Hillsdale Municipal Airport, whose associated city is Hillsdale, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated March 29, 2023, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: REHAB RUNWAY - PAINT MARKING – CONSTRUCTION**

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 1 and 12, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until



that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

**MDOT WILL:**

- 8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
- 9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.



10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$21,370
Maximum MDOT Share .....	\$1,187
SPONSOR Share .....	<u>\$1,188</u>
<i>Estimated</i> PROJECT COST .....	\$23,745

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.



13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.



MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:



- a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
  - b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the



performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.



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

**CITY OF HILLSDALE**

By: \_\_\_\_\_  
Authorized Signer

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: Department Director

**EXHIBIT 1**

**HILLSDALE MUNICIPAL AIRPORT  
HILLSDALE, MICHIGAN**

Project No. B-26-0044-3319  
Job No. 218067CON

March 29, 2023

	Federal	State	Local	Total
<u>PLANNING</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>DESIGN</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONSTRUCTION</u>	<u>\$21,370</u>	<u>\$1,187</u>	<u>\$1,188</u>	<u>\$23,745</u>
Rehabilitate Runway - Airfield				
Paint Marking	\$21,370	\$1,187	\$1,188	\$23,745
<hr/>				
<b>TOTAL PROJECT BUDGET</b>	<b>\$21,370</b>	<b>\$1,187</b>	<b>\$1,188</b>	<b>\$23,745</b>

Federal Billing Breakdown:

Bill #1      \$21,370      SBGP 10719      Grant Award Date: 9/24/19

Bid Date & Type:      05/06/22      MDOT

Period of Performance End Date:      09/23/23      **FY 19 NPEs expiration date**

MAC Approval:      03/22/23



## **City of Hillsdale Agenda Item Summary**

**Meeting Date:** April 17, 2023

**Agenda Item:** New Business

**SUBJECT:** Resolution for Local Government Approval for New Liquor License & Permits — 102-104 N Howell Street

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

**CL Keefer Operations, LLC** (“CL Keefer”) is requesting local governmental approval to submit an application to the Michigan Liquor Control Commission (MLCC) for a New Resort B-Hotel and SDM Liquor License with Sunday Sales (AM and PM) Permits, Dance/Entertainment Permit, Outdoor Service Area Permit, Specific Permit (Registration of Hotel Guests), and a Participation Permit with 34 hotel rooms to be located at 102-104 N Howell Street, Hillsdale, Michigan. CL Keefer is currently renovating this historic Hillsdale landmark into a 34-room boutique hotel at a cost of \$13 million.

**RECOMMENDATION:**

Adopt the following resolution recommending that the application from **CL Keefer Operations, LLC** for a New Resort B-Hotel and SDM Liquor License with Sunday Sales (AM and PM) Permits, Dance/Entertainment Permit, Outdoor Service Area Permit, Specific Permit (Registration of Hotel Guests), and a Participation Permit with 34 hotel rooms to be located at 102-104 N Howell Street be considered for approval by the Michigan Liquor Control Commission.





LAW OFFICES

# ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN  
JESSICA A. HALLMARK  
JOHN W. KUMMER  
GREGORY K. NEED  
G. HANS RENTROP

39572 Woodward, Suite 222  
Bloomfield Hills, Michigan 48304  
Telephone (248) 540-7400  
Facsimile (248) 540-7401  
www.ANAfirm.com

OF COUNSEL:  
PHILLIP G. ADKISON  
KEVIN M. CHUDLER  
GARY R. RENTROP  
KATHERINE A. TOMASIK

April 12, 2023

**VIA ELECTRONIC MAIL**

Mr. Sam Fry  
Marketing & Development Coordinator  
97 N. Broad St.  
Hillsdale, MI 49242

**Re: Application for Resort B Hotel Liquor License  
CL Keefer Operations, LLC, Doing Business as Keefer House Hotel  
102-104 N Howell, Hillsdale, Hillsdale County, Michigan**

Dear Mr. Fry:

This is CL Keefer Operations, LLC's ("CL Keefer") application for a Resort B Hotel liquor license issued under the Michigan Liquor Control Commission ("MLCC") Code 436.1531 (4).

CL Keefer will do business as the Keefer House Hotel. A Resort B Hotel liquor license will enable CL Keefer to sell and serve beer, wine and spirits for consumption in the hotel, including the guest rooms, lobby dining areas and conference rooms. CL Keefer is requesting the following permits in conjunction with the Resort B Hotel liquor license:

- Sunday Sales PM- Permit: this allows sale of spirits after noon;
- Sunday Sales AM Permit: -this allows the sale of beer, wine, and spirits from 7:00 am to noon.
- Dance Permit:-this allows customers to dance in the licensed premises on a dance floor which will need to be defined and clearly marked.
- Entertainment Permit:-this will allow the licensee to have bands, DJ's, contests, monologs or dialogs (such as magician or comedian)
- Outdoor Service Area Permit-this will allow the licensee to have an outdoor area in which customers can consume food and beverages.
- Specific Permit (Registration of Hotel Guests): this allows the licensee to have customers on the premises between the hours of 2:00 am and 7:00 am for the registration of hotel guests.
- Participation Permit: this a permit required by the MLCC when a company is operating within the licensed premises which is not the licensee. In this case CL Keefer has engaged Hotel Investment Services, Inc to run the day-to-day hotel

operations.

Two of the indirect members, Inga Carus and Peter Limberger are the owners of a Class C liquor license since 2022 for business operations as The Keefer House Hotel, LLC, at the Dawn Theater located on Broad Street.

The City of Hillsdale does not have any available quota licenses. CL Keefer has attempted to purchase an on-premises license out of escrow in Hillsdale County, however, there is no license available. For the MLCC to authorize an application for a resort license, the applicant must first obtain approval from the local jurisdiction.

For your reference the section of the MLCC Code CL Keefer is applying under states as follows:

*436.1531(4) In addition to any licenses for the sale of alcoholic liquor for consumption on the premises that may be available in the local governmental unit under subsection (1) and the resort licenses authorized in subsections (2) and (3), the commission may issue not more than 15 resort economic development licenses per year. A person is eligible to apply for a resort economic development license under this subsection upon submitting an application to the commission and demonstrating all of the following:*

*(a) The establishment's business and operation, as determined by the commission, is designed to attract and accommodate tourists and visitors to the resort area.*

*(b) The establishment's primary business is not the sale of alcoholic liquor.*

*(c) The capital investment in real property, leasehold improvement, fixtures, and inventory for the premises to be licensed is in excess of \$1,500,000.00.*

*(d) The establishment does not allow or permit casino gambling on the premises.*

The Keefer House Hotel is a historic building built in 1855. It will be fully renovated to operate as a full-service boutique hotel with 34 hotel rooms, dining and a small conference room on the 1<sup>st</sup> floor.

On the first-floor space (104 N Howell) will be the hotel lobby. The 102 N Howell space will be hotel operations and possibly a small meeting room. 96 and 100 N Howell will be leased to unrelated tenants. The hotel will be approximately 32,000 square feet and will employ an estimated 29 persons, both full- and part-time.



CL Keefer will renovate the existing building and renovations of the building have begun with expected completion in 2023. The cost of the renovations, leasehold improvement, furniture, fixtures, and equipment will be approximately 13 million and will be financed by funds from the members of CL Keefer.

CL Keefer has a lease with the real estate owner, The Keefer House Hotel, LLC, which can be provided if necessary.

Enclosed for your review are the following:

1. LCC-106 Local Government Approval (This must be completed and sent to the MLCC. We are happy to send this to the MLCC on your behalf);
2. Certificate of Authority to Transact Business in Michigan for CL Keefer Operations, LLC; and
3. Proposed Floor Plans.

Please begin the City's review of this application as soon as possible. We understand and appreciate that the City Council may consider this application at its regular meeting on April 17, 2023. Please contact us to confirm and to advise us if a representative needs to attend the City Meeting.

Please call me or my legal assistant, Laura Peters, if you have any questions whatsoever. We look forward to working with you. Thank you for your assistance in this matter.

Very truly yours,

**ADKISON, NEED & ALLEN, P.L.L.C.**



Kelly A. Allen

/lbp  
Enclosures  
cc: Brant Cohen



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from CL KEEFER OPERATIONS LLC  
(name of applicant)

for the following license(s): New Resort B Hotel issued under 436.1531 (4)  
(list specific licenses requested)

to be located at: 102-104 N Howell, Hillsdale MI 49242

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-763-0059



# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	<b>AC1</b>	(FOR BUREAU USE ONLY)
		\$100 V 20121518489007
DEC 21 2020	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

**FILED**

DEC 21 2020

ADMINISTRATOR  
CORPORATIONS DIVISION

Name CL Keefer Operations LLC		
Address 315 Fifth Street		
City Peru, Illinois, 61354	State	ZIP Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

## APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN For use by Foreign Limited Liability Companies (Please read information and instruction on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Application:

1. The name of the limited liability company is:  
CL Keefer Operations LLC

2. (Complete this item only if the limited liability company name in Item 1 is not available for use in Michigan.)  
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:  
CL Keefer Operations LLC

3. It is organized under the laws of Delaware  
The date of its organization is 2/10/2020  
The duration of the limited liability company if other than perpetual is \_\_\_\_\_

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:  
251 Little Falls Drive, Wilmington, Delaware, 19808  
(Street Address) (City) (State) (ZIP Code)

5. a. The street address of its registered office in Michigan is:

42 Union St., Unit 14, Hillsdale \_\_\_\_\_, Michigan 49242  
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

c. The name of the resident agent at the registered office is:

Brant Cohen

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: **(Must be different than agent shown in Item 5c)**

Dan R. Harper

(Name)

315 Fifth Street, Peru, Illinois, 61354

(Street Address)

(City)

(State)


(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Hospitality / Hotel Operations.

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 14 day of December, 2020

By   
(Signature)

Peter Limberger, Co-Manager of CL Keefer Operations LLC

(Type or Print Name)

(Type or Print Title)

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CL KEEFER OPERATIONS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF DECEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



7846081 8300

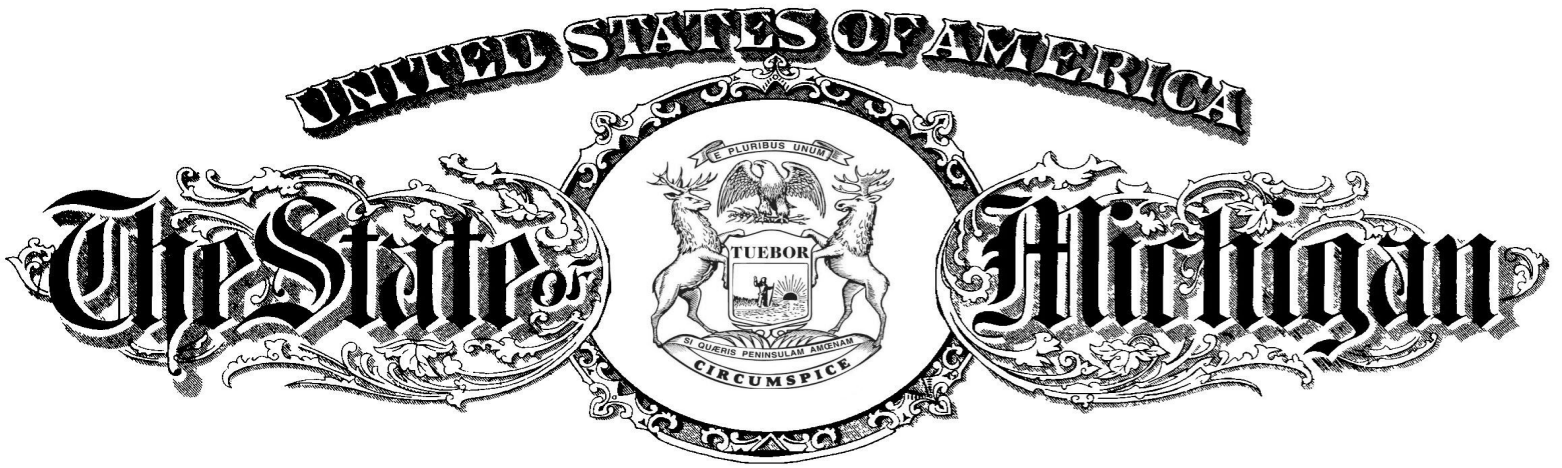
SR# 20208695482

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 204362564

Date: 12-18-20



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

**CL KEEFER OPERATIONS LLC**

a FOREIGN LIMITED LIABILITY COMPANY existing under the laws of the state of Delaware

was validly authorized to transact business in Michigan on the 21 day of December , 2020 in conformity with 1993 PA 23.

Said company is authorized to transact in this state any business of the character set forth in its application which a domestic company formed under this act may lawfully conduct. The authority shall continue as long as the company retains its authority to transact such business in the jurisdiction of its organization, its authority to transact business in this state has not been suspended or revoked, and the company has not surrendered its authority to transact business in this state.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 21st day of December , 2020.

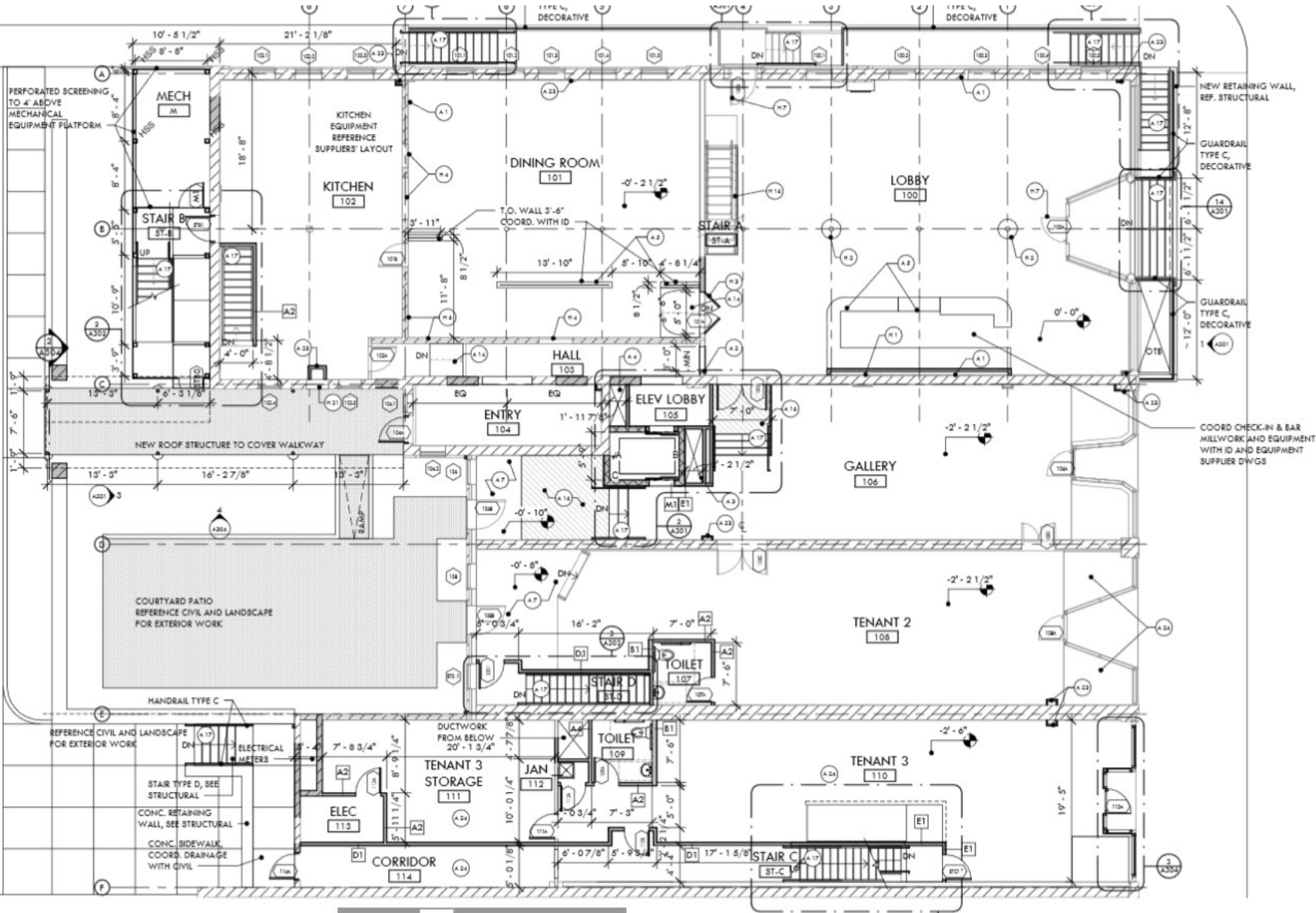
*Linda Clegg*

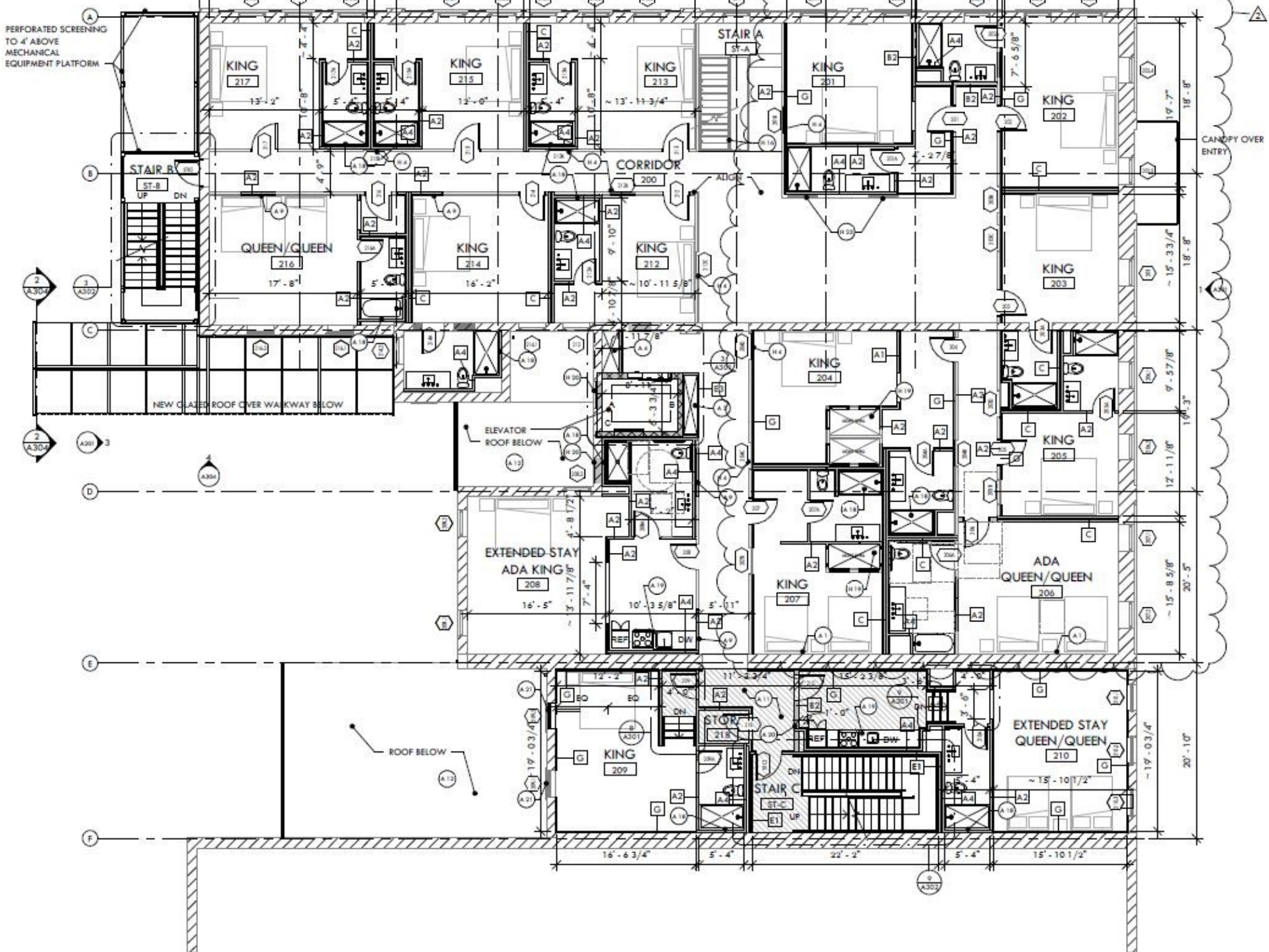
Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau



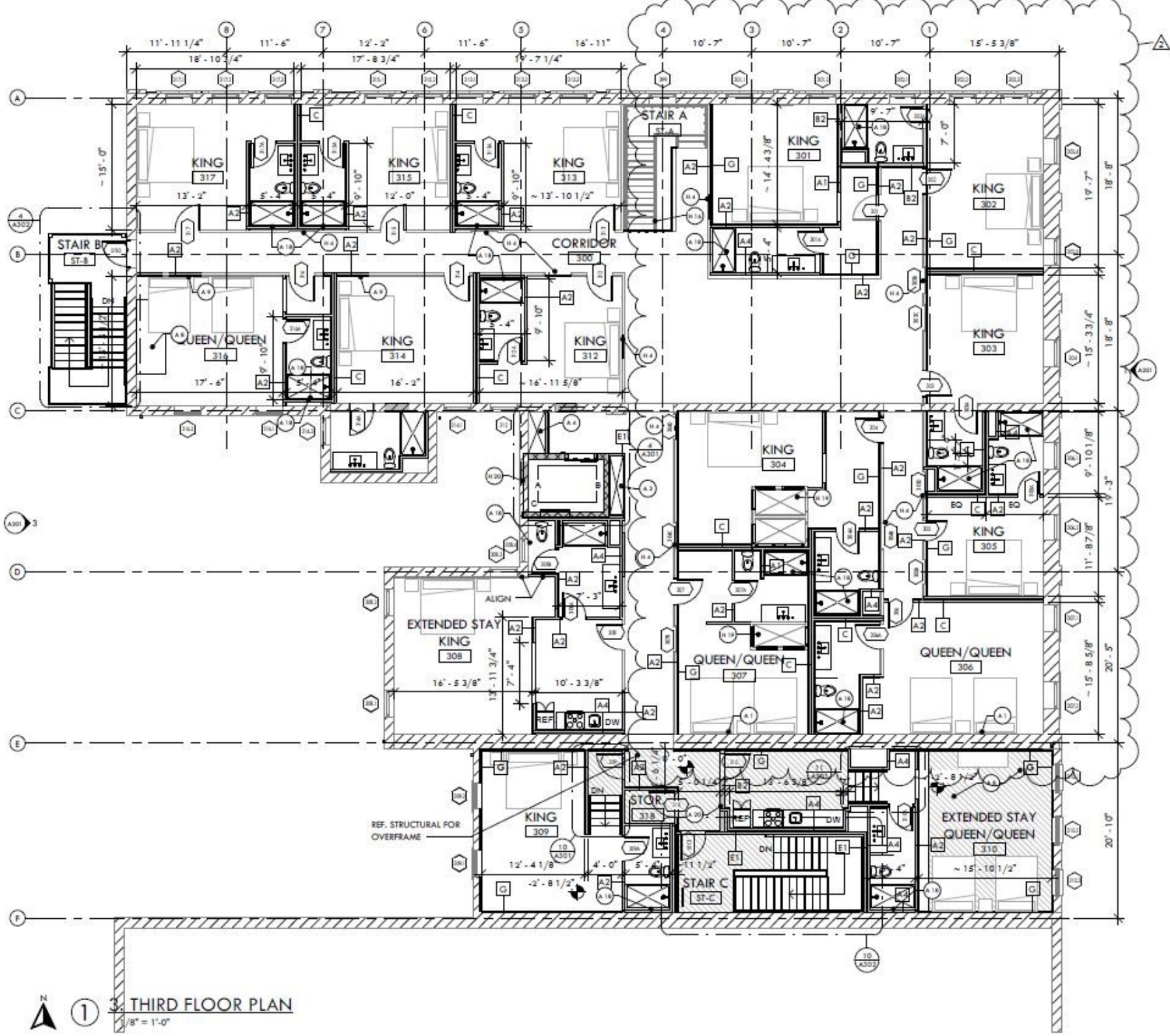
REFERENCE CIVIL AND LANDSCAPE FOR EXTERIOR WORK



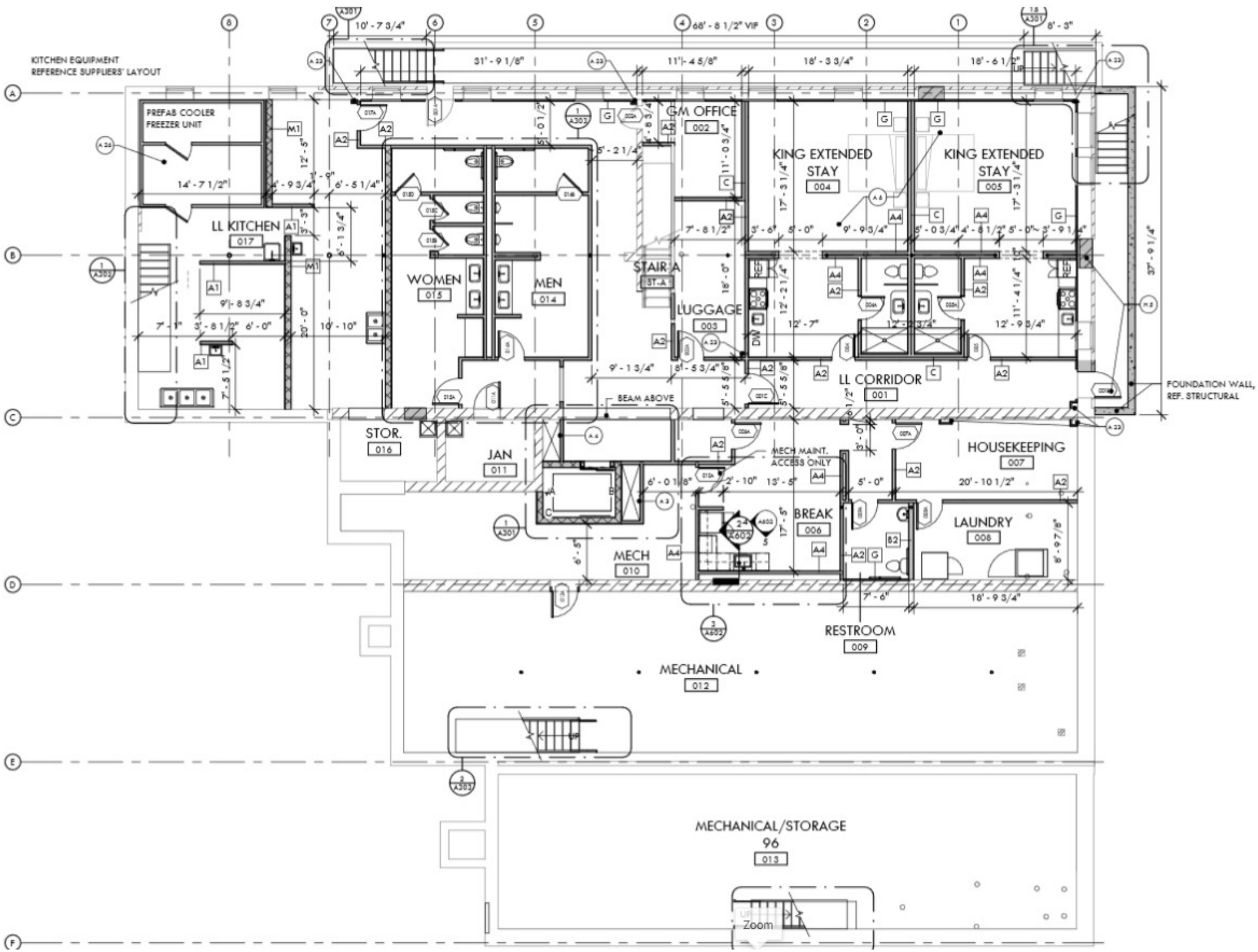



**1** 2. SECOND FLOOR PLAN  
 1/8" = 1'-0"





① THIRD FLOOR PLAN  
1" = 1'-0"



# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 17, 2023

**Agenda Item #:** New Business

**SUBJECT:** Westwood Reconstruction and Utility Project

**BACKGROUND PROVIDED BY STAFF:** Jason Blake, Director of Public Services  
Jeff Gier, Director of Water and Sewer  
Kristin Bauer, City Engineer

**PROJECT BACKGROUND:**

City staff, in conjunction with the Mannik and Smith Group, developed project drawings for the reconstruction of the following city streets: Westwood Drive, Sumac Drive, Picardy Place, Azalea Court, Corona Circle, Scenic Drive and Cold Springs Circle in addition to Westwood Street from Cold Springs Circle to Lewis Street and Highland and Glendale Avenues from Westwood Street to Bacon Street. Associated with this road reconstruction project certain identified sections of the water main and sanitary sewer system will be reconstructed or receive sewer lining or other localized repairs as needed. Additionally a storm sewer system will be constructed from the intersection of Sumac and Westwood Dr. and outletting to Cold Springs Park pond.

Bids were requested for this project in February 2023 with no bids being received on that date. After discussion with several contractors the project completion dates were adjusted and bids were again requested. Four (4) bids were received on March 30, 2023 as a result of this second advertisement. Bids are as presented below:

<b>CONTRACTOR</b>	<b>PROJECT BIDS</b>
Parrish Excavating, Inc.	\$ 4,971,525.00
Nashville Construction Co.	\$ 5,224,177.52
Bailey Excavating, Inc.	\$ 5,830,364.33
Dunigan Bros., Inc.	\$ 6,615,234.80

The above bids represent the total bid costs for the entire project scope. Below is a breakdown of the estimated costs for the water, sanitary, storm and roadway portions of this project, including contingencies. As this is a unit price contract contingencies are included to cover changes in project quantities due to field conditions or other unforeseen items of work that may be necessary during construction.

<b>WORK AREA</b>	<b>CONSTRUCTION COST</b>	<b>CONTINGENCY</b>	<b>TOTAL ESTIMATED PROJECT COST</b>
Water System	\$ 1,394,257.08	\$ 139,425.71	\$ 1,533,682.79
Sanitary Sewer System	\$ 914,780.38	\$ 91,478.04	\$ 1,006,258.42
Storm Sewer System	\$ 533,051.98	\$ 53,305.20	\$ 586,357.18
Road Reconstruction	\$ 2,129,435.56	\$ 212,943.56	\$ 2,342,379.12

**RECOMMENDATION:**

Funding for this project work was included in bonds sold in 2022 and the project was planned for construction in 2023. Due to factors beyond our control this project is now planned for construction beginning in early 2024 with a completion date of no later than November 2024.

Staff recommends the City Council award of this contract to the low bidder, Parris Excavating, Inc. of Quincy, MI for the base bid amount of \$4,971,525.00 with an additional contingency amount of \$497,152.50 for a total project cost of \$5,468,677.50.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 17, 2023

**Agenda Item:** New Business

**SUBJECT:** Set Public Hearing – An Ordinance to prohibit camping on public property within the City of Hillsdale

**BACKGROUND PROVIDED BY:** Katy Price, City Clerk

The proposed ordinance was presented at the Public Safety Committee on April 11, 2023 by the committee where they discussed and proposed the ordinance go to the full Council for consideration.

The ordinance is attached for further discussion at the public hearing.

**RECOMMENDATION:**

Council to set a public hearing for Monday, May 15, 2023 at 7:00 p.m. to allow an opportunity for the public to be heard.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO PROHIBIT CAMPING ON  
PUBLIC PROPERTY WITHIN THE CITY OF HILLSDALE

WHEREAS, the City of Hillsdale has determined that camping or engaging in activities associated with human habitation on or near public trails, public parks, public streets, and other areas of public property within the City of Hillsdale has a tendency to cause interference with the public's ability to utilize and enjoy those public assets, has a tendency to interfere with the City's ability to maintain such areas of public property, and has a tendency to cause significant damage to such areas of public property; and

WHEREAS, the City of Hillsdale has determined that camping or engaging in activities associated with human habitation on or near public trails, public parks, public streets and other areas of public property within the City of Hillsdale that are not equipped with appropriate facilities to support such activities has the potential to and does create unsanitary conditions and other conditions that present a substantial risk of danger to the health and safety of those engaging in such activities, to neighboring property owners, to others attempting to utilize such areas of public property, and to the general public;

NOW, THEREFORE, the City of Hillsdale hereby ordains as follows:

**Section 1. Definitions.**

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bridge* means a structure, including the approaches thereto, erected in order to afford passage over any obstruction in any public road, railroad, or other right-of-way, or to afford passage under or over existing public roads, railroads, or other rights-of-way.

*Camp* or *camping* means the use of any public property or public facility for living accommodations, such as sleeping activities or making preparations to sleep, storing personal property, or using a tent or other structure for habitation for more than one hour at a time. *Camp* or *camping* does not include the use of public property or public facilities for recreational use or for authorized public or private events that involve the use of tents, awnings, or other structures in connection with such recreational use or authorized public or private event.

*Public property* or *public facility* means, without limitation, all parks, streets (including adjacent shoulders, medians, and terrace areas), sidewalks, parking areas, picnic shelters, recreational and athletic fields and appurtenances, buildings, public transportation vehicles, greenspaces, playgrounds, benches, rights-of-way, and any area underneath a bridge, that is owned, operated, maintained, or under the custody and control of the City of Hillsdale.

*Store or storing* means leaving one's personal property such as, without limitation, clothing, bedrolls, cookware, sleeping bags, luggage, shopping carts, knapsacks, or backpacks, unattended for more than one hour.

## **Section 2. Prohibited Acts.**

(a). It is unlawful to camp or to engage in the activity of camping as defined in Section 1 of this ordinance within the City of Hillsdale.

(b). It is unlawful to camp or to engage in the activity of camping as defined in Section 1 of this ordinance, or to sit or lie down on any public property or private property so as to interfere with the ingress or egress from buildings or to interfere with the public's use and enjoyment of any public property or public facility.

## **Section 3. Warnings; Removal and Confiscation of Debris and Personal Property.**

No person may be arrested for violating this ordinance without having first received a verbal or written warning to cease such unlawful conduct and a verbal or written referral for available services such as, without limitation, transportation, shelter, and/or an agency referral. Regardless of whether an individual is arrested for a violation of this ordinance, where a violation of this ordinance is observed, City officials shall have the right to remove any debris or personal property that creates a legitimate health and safety concern, or that creates an immediate and substantial danger to the environment. In addition, where a person has stored personal property in violation of this ordinance, the City of Hillsdale Police Department may deem the personal property to be abandoned and may confiscate it. No warning is required prior to the confiscation. The Department shall retain the confiscated personal property in a manner consistent with the handling of other confiscated property.

## **Section 4. Exceptions.**

The following shall not be treated as a violation of this ordinance:

- (a). Persons sitting or lying down as a result of a medical emergency;
- (b). Persons sitting in wheelchairs or on mobility scooters while using sidewalks;
- (c). Persons sitting down while attending parades;
- (d). Persons sitting down while patronizing outdoor cafes;
- (e). Persons sitting down while attending performances, festivals, concerts, fireworks, parades, or other special events taking place on any public property or in any public facility;
- (f). Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;

(g). Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets to any sporting event, concert, performance, or other special event, or waiting outside a business premises to enter the premises to conduct business or commerce;

(h). Persons sitting or lying down in an orderly line awaiting entry to any building, including shelters, or awaiting social services, such as the provision of food, supplies, or meals; or

(i). Children under the age of 13 years sleeping anywhere while being accompanied by a supervising adult or while sitting or lying in a stroller or baby carriage;

(j). Contractors or subcontractors engaging in activities that would otherwise constitute a violation of this ordinance where said activities are associated and performed in conjunction with the scope of work set forth in a contract with the City of Hillsdale.

#### **Section 5. Penalty.**

A violation of this ordinance is a misdemeanor punishable by a fine of not less than \$100.00 nor more than \$500.00 or up to 90 days imprisonment, or both in the discretion of the court.





# CITY OF HILLSDALE

97 NORTH BROAD STREET  
HILLSDALE, MICHIGAN 49242-1695  
(517) 437-6441 FAX: (517) 437-6448  
cityofhillsdale.org

What Board/Commission would you like to serve? BPU Board

Name: Eric Potes

Address: ~~XXXXXXXXXXXXXXXXXXXX~~ Hillsdale MI 49242  
Street City Zip

Phone: Home ~~XXXXXXXXXXXX~~ Work ~~XXXXXXXXXXXX~~

E-Mail ~~XXXXXXXXXXXXXXXXXXXX~~

Are you a resident of City of Hillsdale? Yes \_\_\_\_\_ No X

Occupation: (if retired, former occupation) Banking

Please check the expertise and skills you can contribute:

- Accounting
- Fund Raising
- Marketing
- Advocacy
- Human Resources
- Planning
- Computers
- Knowledge of the Cause
- Public Relations
- Legal
- Community Relations
- Public Speaking
- Finance
- Management
- Other \_\_\_\_\_

Brief Educational Background:

BBA - Baker College - 2005, MBA Spring Arbor University - 2008

What charitable or community activities have you **actively** participated in? Please describe any leadership role(s) you have (had) in the organization(s):

Hillsdale Rotary Club. Past President. Treasurer. Board Member.

On what other volunteer boards/committees have you served?

Pittsford Lions Club. Former Treasurer. Left the club when I moved from Pittsford.

Describe any previous activities related to government: \_\_\_\_\_

None.  
\_\_\_\_\_  
\_\_\_\_\_

Please explain why you would be interested in serving on the council or committee: \_\_\_\_\_

I would be interested to continue to serve the local community. I have previously and continue to be involved with other organizations in Hillsdale County.  
\_\_\_\_\_  
\_\_\_\_\_

Please explain your understanding of the City of Hillsdale:

The City of Hillsdale is our local form of government. From a broad perspective they are a conduit of growth and change. They purposely administer funds for improvements to utilities, schools, public services, road, etc.  
\_\_\_\_\_  
\_\_\_\_\_

Additional comments: Thank you for the invitation to apply. Eric Peters  
\_\_\_\_\_  
\_\_\_\_\_

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street, Hillsdale, MI 49242.



Applicant Signature

4-10-2023

Date