



City Council Agenda

October 2, 2023
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of September 14, 2023: \$2,015,490.75
 - 2. Payroll of September 14, 2023: \$183,979.01
 - B. City Council Minutes of September 18, 2023
 - C. Finance Minutes of September 18, 2023
 - D. Public Services Committee Minutes of September 25, 2023
 - E. Noise Variance -Scarecrow Festival
 - F. Street Use Agreement – Hillsdale Brewing Company - Scarecrow Fest
 - G. Ratification of Mayor’s Signature – Jeffrey Emery Lot Closure Agreement
- VI. Communications/Petitions**
 - A. 16th Annual Walk of Remembrance Event
 - B. Mitchell Research Center Summer/Fall Newsletter
 - C. Historic Train Event Oct 7,8, 2023
 - D. Citywide Hydrant Flushing October 1, 2023
 - E. MIFEG Grant Award
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
 - A. Corecoyle IFT Abatement
 - B. Extension of Traffic Control Order 2023-29
 - C. Keefer House Hotel LLC OPRA Amendment (Resolution)
- IX. New Business**
 - A. Airport/MDOT Terminal Construction Contract
 - B. Hillsdale Mobile Home Park Monthly Lot Payments
- X. Miscellaneous Reports**
 - A. Proclamation- Pregnancy & Infant Loss Remembrance Day- October 15, 2023
Public Power Week October 1 – 7, 2023
 - B. Appointments – None
 - C. Other- None

XI. General Public Comment

XII. City Manager's Report

XIII. Council Comment

XIV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 09/14/2023 - 09/14/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	18,745.19	657
101-000.000-263.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	1.86	628
101-000.000-602.000	REFUND FOR FOUNDATION OVERPAYMEN	FACKLER MONUMENT CO INC	REFUND FOR FOUNDATION OVERPAYMENT	201.60	107037
101-000.000-692.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	(0.01)	628
Total For Dept 000.000				18,948.64	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CITY MANAGER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		38.82	655
101-172.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		703.65	658
101-172.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		6.50	659
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,381.33	657
101-172.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		15.39	659
101-172.000-726.000	CYAN TONER TN439	CURRENT OFFICE SOLUTIONS	CYAN TONER TN439	206.24	107030
Total For Dept 172.000 CITY MANAGER				2,351.93	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-715.000	DENTAL & VISION - ADMIN	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		5.59	655
101-175.000-715.000	LIFE INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		1.63	659
101-175.000-721.000	DISABILITY INSURANCE - ADMIN	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		2.32	659
101-175.000-802.000	BLUETOOTH MOUSE/USBC TO ETH	AMAZON CAPITAL SERVICES, I	BLUETOOTH MOUSE/USBC TO ETH	39.97	107011
101-175.000-802.000	SONIT NET ADMIN AUGUST 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2023	745.00	107080
101-175.000-806.000	LEGAL SERVICES	LOVINGER & THOMPSON, PC	LEGAL FEES	1,200.00	107054
101-175.000-955.101	SERVICE CONTRACT FOR VICTIMS OF	DOMESTIC HARMONY	SERVICE CONTRACT FOR VICTIMS OF DOMESTI	6,000.00	107031
101-175.000-956.000	MPSI SPRING SESSION 2023 BJANES	APWA MICHIGAN CHAPTER - M	MPSI SPRING SESSION 2023 BJANES	387.50	107016
Total For Dept 175.000 ADMINISTRATIVE SERVICES				8,382.01	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		38.82	655
101-191.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		703.65	658
101-191.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		6.50	659
101-191.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		8.66	659
101-191.000-801.000	AUDIT SERVICES THROUGH 8/31/2023	YEO & YEO PC	AUDIT SERVICES THROUGH 8/31/2023	14,000.00	107100
Total For Dept 191.000 FINANCE DEPARTMENT				14,757.63	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CITY CLERK	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.05	655
101-215.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		1,759.10	658
101-215.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	659
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,188.57	657
101-215.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.53	659
101-215.000-801.000	PAPER SHREDDING SERVICE - AUG 20	ACCUSHRED, LLC	PAPER SHREDDING SERVICE - AUG 2023	207.95	107007
101-215.000-801.000	ADMIN. SUPPORT FEE	CIVICPLUS, LLC	ADMIN. SUPPORT FEE	275.00	107028
101-215.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	260.22	107030
Total For Dept 215.000 CITY CLERK DEPARTMENT				3,820.66	
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	138.00	657
Total For Dept 253.000 CITY TREASURER				138.00	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.05	655
101-257.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		1,759.10	658
101-257.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		32.48	659

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,842.18	657
101-257.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	47.26	659
101-257.000-801.000	CONTRACTUAL SERVICES	APEX SOFTWARE	ASSESSOR SOFTWARE - APEX SKETCH PORTAL	480.00	107015
101-257.000-801.000	CONTRACTUAL SERVICES	APEX SOFTWARE	ANNUAL MAINTENANCE - ASSESSOR SOFTWARE	520.00	107015
101-257.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	65.82	107030
Total For Dept 257.000 ASSESSING DEPARTMENT				4,843.89	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	FASTENERS AND ANCHORS FOR CITY H	GELZER HJ & SON INC	FASTENERS AND ANCHORS FOR CITY HALL	5.96	107043
101-265.000-801.000	CH	CINTAS CORPORATION	CH	15.25	107027
101-265.000-801.000	CH	CINTAS CORPORATION	CH	15.25	107027
101-265.000-801.000	CITY HALL CLEANING - AUGUST 2023	EAST 2 WEST ENTERPRISES, I	CITY HALL CLEANING - AUGUST 2023	650.00	107033
101-265.000-801.000	MOP & BUFF DISPATCH OFFICE	EAST 2 WEST ENTERPRISES, I	MOP & BUFF DISPATCH OFFICE	40.00	107033
101-265.000-850.000	TELEPHONE - CITY HALL	ACD.NET	TELEPHONE - CITY HALL	192.88	107008
101-265.000-850.000	ETHERFAX SEPT 2023	BSB COMMUNICATIONS INC	ETHERFAX SEPT 2023	112.00	107024
Total For Dept 265.000 BUILDING AND GROUNDS				1,031.34	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HUMAN RESOURCE	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	38.82	655
101-270.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	703.65	658
101-270.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	659
101-270.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	12.89	659
Total For Dept 270.000 HUMAN RESOURCES				761.86	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	1,013.34	655
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	111.91	655
101-301.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	19,491.48	658
101-301.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	251.72	659
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	34,033.38	657
101-301.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	333.86	659
101-301.000-726.000	CLOROX WIPES	WALMART COMMUNITY	TIDE PODS, CLOROX WIPES, KLEENEX	16.62	107095
101-301.000-726.000	FREBREZ, PLUG INS, COMMAND STRIP	WALMART COMMUNITY	FREBREZ, PLUG INS, COMMAND STRIPS, TRAE	80.88	107095
101-301.000-740.301	POLICE	WATKINS OIL COMPANY	POLICE	3,055.82	107097
101-301.000-742.000	2 L/S SHIRTS FOR D. SIMS	GALL'S, INC	2 L/S SHIRTS FOR D. SIMS	140.58	107042
101-301.000-742.000	2 S/S SHIRTS FOR L. STOLL	GALL'S, INC	2 S/S SHIRTS FOR L. STOLL	127.95	107042
101-301.000-742.000	CRITICAL MISSION RESPONCE RIG VE	OFFICER SURVIVAL SOLUTIONS	CRITICAL MISSION RESPONCE RIG VEST	699.95	107062
101-301.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	25.80	107030
101-301.000-801.000	TRU LOOKUP	TRANSUNION RISK AND ALTERN	TRU LOOKUP	150.00	107088
101-301.000-801.000	INTERNET FOR POLICE UNITS COMPUT	VERIZON WIRELESS	INTERNET FOR POLICE UNITS COMPUTERS	160.04	107094
101-301.000-810.000	ACTIVE VOTING CHIEF/DIRECTOR	MICH ASSOC CHIEFS OF POLI	ACTIVE VOTING CHIEF/DIRECTOR	115.00	107059
Total For Dept 301.000 POLICE DEPARTMENT				59,808.33	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	319.13	655
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	27.97	655
101-336.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	7,240.60	658
101-336.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	73.08	659
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	9,563.99	657
101-336.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	93.56	659
101-336.000-726.000	COMPLIANCE DISPOS-O-BLOCK PAIR	EMERGENCY MEDICAL PRODUCT	COMPLIANCE DISPOS-O-BLOCK PAIR	12.39	107034
101-336.000-726.000	AAA BATTERIES FOR THE FIRE DEPAR	GELZER HJ & SON INC	AAA BATTERIES FOR THE FIRE DEPARTMENT	18.99	107043
101-336.000-726.000	9V BATTERIES, EXT. CORD, LIGHT B	GELZER HJ & SON INC	9V BATTERIES, EXT. CORD, LIGHT BULBS, S	79.65	107043

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Fund 101 GENERAL FUND					
Dept 336.000 FIRE DEPARTMENT					
101-336.000-726.000	RE-KOIL HOSE FOR ENGINE 333	PERFORMANCE AUTOMOTIVE	RE-KOIL HOSE FOR ENGINE 333	28.79	107065
101-336.000-726.000	TIDE PODS, KLEENEX	WALMART COMMUNITY	TIDE PODS, CLOROX WIPES, KLEENEX	122.92	107095
101-336.000-740.000	FD	WATKINS OIL COMPANY	FD	376.20	107097
101-336.000-801.000	AUTO EHR-IMPORT, AUTO-CAD IMPORT	ESO SOLUTIONS	AUTO EHR-IMPORT, AUTO-CAD IMPORT, FEDEF	1,333.85	107036
Total For Dept 336.000 FIRE DEPARTMENT				19,291.12	
Dept 372.000 CODE ENFORCEMENT					
101-372.000-726.000	SUPPLIES	ROTARY MULTIFORMS INC.	MUNICIPAL CIVIL CITATION PRINTING	374.47	107073
Total For Dept 372.000 CODE ENFORCEMENT				374.47	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	108.24	655
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	97.05	655
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	16.79	655
101-441.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	3,800.91	658
101-441.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	51.97	659
101-441.000-715.000	LIFE INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.87	659
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,758.35	657
101-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	70.60	659
101-441.000-721.000	DISABILITY INSURANCE - DPS	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	6.96	659
101-441.000-726.000	SAFETY GLASSES	AMAZON CAPITAL SERVICES, I	HYDRANT YARD AND SAFETY GLASSES	25.49	107011
101-441.000-726.000	TELESCOPIC PWRLEVER	TSC STORES	CHAIN OIL AND TELESCOPIC PWRLEVER	143.97	107089
101-441.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	159.36	107030
101-441.000-810.000	DUES & SUBSCRIPTIONS	SOCIETY OF MUNICIPAL ARBOF	MEMBERSHIP FOR KALEB DORWEILER	95.00	107079
101-441.000-850.000	MONTHLY VERIZON BILL - SEP 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 23	53.71	107094
101-441.000-955.588	RANDOM DOT DRUG/ALCOHOL TESTING	CE & A PROFESSIONAL SERVI	RANDOM DOT DRUG/ALCOHOL TESTING	134.34	107026
101-441.000-955.588	RANDOM DOT DRUG/ALCHOL TESTING	CE & A PROFESSIONAL SERVI	RANDOM DOT DRUG/ALCHOL TESTING	67.17	107026
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				6,594.78	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION -ENGINEERING	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	97.05	655
101-447.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	1,759.10	658
101-447.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	32.48	659
101-447.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	66.47	659
101-447.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	65.81	107030
Total For Dept 447.000 ENGINEERING SERVICES				2,020.91	
Dept 567.000 CEMETERIES					
101-567.000-801.000	MOWING CONTRACT @ LAKE VIEW & OA	TKC LAWN SNOW AND WOOD LLC	MOWING CONTRACT FOR CEMETERIES	11,050.00	107086
Total For Dept 567.000 CEMETERIES				11,050.00	
Dept 571.000 PARKING LOTS					
101-571.000-726.000	HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM JONESVILLE	88.75	107044
Total For Dept 571.000 PARKING LOTS				88.75	
Dept 595.000 AIRPORT					
101-595.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	659
101-595.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.75	659
101-595.000-726.000	CHAIR RENTAL FOR AIR SHOW	ABS RENTAL SERVICES, LLC	CHAIR RENTAL FOR AIR SHOW	235.00	107006
101-595.000-726.000	BUG SPARY	GELZER HJ & SON INC	BUG SPARY	11.88	107043
101-595.000-726.000	TOILET PAPER, CREAMER, WATER, CU	MARKET HOUSE	TOILET PAPER, CREAMER, WATER, CUPS, TRF	97.93	107055
101-595.000-726.000	NEWSPAPERS FOR G-IV	MARKET HOUSE	NEWSPAPERS FOR G-IV	7.74	107055
101-595.000-740.000	DIESEL FUEL FOR TRACTOR	BRINER OIL CO, INC	DIESEL FUEL FOR TRACTOR	614.05	107023

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Fund 101 GENERAL FUND					
Dept 595.000 AIRPORT					
101-595.000-850.000	TELEPHONE - AIRPORT	ACD.NET	TELEPHONE - AIRPORT	96.44	107008
101-595.000-930.000	PARTS FOR BATWING MOWER	GREENMARK EQUIPMENT	PARTS FOR BATWING MOWER	142.17	107045
101-595.000-930.000	PARTS FOR BATWING MOWER	GREENMARK EQUIPMENT	PARTS FOR BATWING MOWER	189.20	107045
101-595.000-940.000	PORTABLE TOILET RENTALS FOR AIRP	PRIVY DELIVERY	PORTABLE TOILET RENTALS FOR AIRPORT FLY	500.00	107068
Total For Dept 595.000 AIRPORT				1,930.40	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.05	655
101-701.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		1,759.10	658
101-701.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	659
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,269.78	657
101-701.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		19.23	659
101-701.000-801.000	COPIER LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASES - CITY	65.81	107030
Total For Dept 701.000 PLANNING DEPARTMENT				3,227.21	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	DENTAL & VISION - ECON DEVEL	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		27.98	655
101-728.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		628.26	658
101-728.000-715.000	LIFE INSURANCE - ECON DEVELOPMEN	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		16.24	659
101-728.000-721.000	DISABILITY INSURANCE - ECON DEVE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		19.00	659
101-728.000-726.000	SOCIAL DISTRICT LABELS	STOCKHOUSE CORPORATION	SOCIAL DISTRICT LABELS	12.00	107085
Total For Dept 728.000 ECONOMIC DEVELOPMENT				703.48	
Dept 756.000 PARKS					
101-756.000-726.000	HYDRANT YARD	AMAZON CAPITAL SERVICES, I	HYDRANT YARD AND SAFETY GLASSES	248.44	107011
Total For Dept 756.000 PARKS				248.44	
Total For Fund 101 GENERAL FUND				160,373.85	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		6.30	655
202-450.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		159.03	658
202-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		4.98	659
202-450.000-726.000	BPU HOT PATCH	GERKEN MATERIAL, INC	HOTPATCH FROM JONESVILLE	115.73	107044
202-450.000-726.000	HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM ADRIAN	248.40	107044
202-450.000-726.000	BPU HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM ADRIAN	216.00	107044
202-450.000-726.000	BPU HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM JONESVILLE	164.01	107044
Total For Dept 450.000 STREET SURFACE				914.45	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		6.30	655
202-460.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		159.03	658
202-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		4.98	659
202-460.000-726.000	OATS 50LB BAG	LITCHFIELD GRAIN CO	OATS 50LB BAG	11.45	107053
Total For Dept 460.000 R.O.W. MAINTENANCE				181.76	
Dept 480.000 DRAINAGE					
202-480.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		6.29	655
202-480.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		159.02	658
202-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		4.98	659
Total For Dept 480.000 DRAINAGE				170.29	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 490.000 TRAFFIC					
202-490.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	6.29	655
202-490.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	159.02	658
202-490.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	4.97	659
202-490.000-726.000	FASTENERS, ANCHORS AND CONCRETE	GELZER HJ & SON INC	FASTENERS, ANCHORS AND CONCRETE MIX FOF	17.43	107043
Total For Dept 490.000 TRAFFIC				187.71	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				1,454.21	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	6.53	655
203-450.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	164.92	658
203-450.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.17	659
203-450.000-726.000	BPU HOT PATCH	GERKEN MATERIAL, INC	HOTPATCH FROM JONESVILLE	623.38	107044
203-450.000-726.000	HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM ADRIAN	174.96	107044
203-450.000-726.000	HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM ADRIAN	64.80	107044
203-450.000-726.000	HOT PATCH	GERKEN MATERIAL, INC	HOT PATCH FROM JONESVILLE	319.50	107044
Total For Dept 450.000 STREET SURFACE				1,359.26	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	6.53	655
203-460.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	164.92	658
203-460.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.16	659
203-460.000-726.000	OATS 50LB BAG	LITCHFIELD GRAIN CO	OATS 50LB BAG	11.46	107053
Total For Dept 460.000 R.O.W. MAINTENANCE				188.07	
Dept 480.000 DRAINAGE					
203-480.000-725.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	6.52	655
203-480.000-725.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	164.91	658
203-480.000-725.000	LIFE & DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	5.15	659
Total For Dept 480.000 DRAINAGE				176.58	
Dept 900.000 CAPITAL OUTLAY					
203-900.000-970.000-215005	WESTWOOD FIELD MANAGER SET-UP	ROWE PROFESSIONAL SERVICE	WESTWOOD FIELD MANAGER ASSISTANCE	200.00	107074
Total For Dept 900.000 CAPITAL OUTLAY				200.00	
Total For Fund 203 LOCAL STREET FUND				1,923.91	
Fund 204 MUNICIPAL STREET FUND					
Dept 905.000 DEBT SERVICE					
204-905.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	CAPITAL IMPROVEMENT BOND INTEREST	57,500.00	656
Total For Dept 905.000 DEBT SERVICE				57,500.00	
Total For Fund 204 MUNICIPAL STREET FUND				57,500.00	
Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-263.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	54.54	628
208-000.000-692.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	(0.27)	628
Total For Dept 000.000				54.27	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	55.95	655
208-751.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	1,413.56	658

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	659
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,400.53	657
208-751.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	28.01	659
208-751.000-726.000	KEYS	GELZER HJ & SON INC	KEYS - FIELDS OF DREAMS	13.15	107043
Total For Dept 751.000 RECREATION DEPARTMENT				2,927.44	
Total For Fund 208 RECREATION FUND				2,981.71	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	BLUE CROSS & BLUE SHIELD C	DENTAL & VISION INSURANCE GROUP 0070034	27.98	655
271-790.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\	HEALTH INSURANCE - SEPTEMBER 2023	628.26	658
271-790.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	659
271-790.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.00	659
271-790.000-801.000	COPIER LEASE- LIBRARY	CURRENT OFFICE SOLUTIONS	COPIER LEASE- LIBRARY	405.75	107030
271-790.000-801.000	CLEANING LIBRARY	EAST 2 WEST ENTERPRISES, I	CLEANING LIBRARY	445.00	107033
271-790.000-802.000	SONIT NET ADMIN AUGUST 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2023	345.00	107080
271-790.000-850.000	TELEPHONE - LIBRARY	ACD.NET	TELEPHONE - LIBRARY	48.22	107008
271-790.000-850.000	ETHERFAX SEPT 2023	BSB COMMUNICATIONS INC	ETHERFAX SEPT 2023	56.00	107024
Total For Dept 790.000 LIBRARY				1,991.45	
Total For Fund 271 LIBRARY FUND				1,991.45	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-801.000	POND TREATMENT 6-22-2023	AQUATIC WEED CONTROL	POND TREATMENT - MRS. STOCK'S PARK	420.00	107017
Total For Dept 756.000 PARKS				420.00	
Total For Fund 409 STOCK'S PARK				420.00	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 000.000					
481-000.000-263.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	583.43	628
481-000.000-687.300	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	(2.92)	628
Total For Dept 000.000				580.51	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				580.51	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	CUTOUT - 100 AMP 14.4KV	POWERLINE SUPPLY	INVENTORY	4,720.63	107067
582-000.000-110.000	SOCKET - 7 TERMINAL 200 AMP	POWERLINE SUPPLY	METER SOCKETS	837.42	107067
582-000.000-158.000-215016	30/40/50/56 MVA POWER TRANSFOMER	OTC SERVICES, INC.	30/40/50/56 MVA POWER TRANSFOMER 46/13.	472,905.50	107064
582-000.000-158.000-215016	PHASE 1 UPGRADE ENG AND DESIGN S	SSEO, INC.	PHASE 1 UPGRADE ENG AND DESIGN SERVICES	4,745.00	107083
582-000.000-202.100	4CCH	ASHBACH, DUANE A	UB refund for account: 010159	45.41	107018
582-000.000-202.100	4ENBK1	BATES, MELISSA D	UB refund for account: 025445	10.00	107019
582-000.000-202.100	4ENBK1	FRY, WILLIAM G	UB refund for account: 026339	12.50	107040
582-000.000-202.100	4CCH	JACKSON, KIM J	UB refund for account: 010979	429.75	107051
582-000.000-202.100	4CCH	RAY, SAMANTHA L	UB refund for account: 030125	62.00	107070
582-000.000-202.100	4CCH	SCHMIDT, KELLI R	UB refund for account: 016231	22.00	107077
582-000.000-202.100	4ENBK1	SPRATT, DANIEL J	UB refund for account: 035135	344.00	107082
582-000.000-202.100	4ENBK1	TOWNLEY, BRITTANY C	UB refund for account: 030388	16.00	107087
582-000.000-249.100	OPERATION ROUND-UP - AUGUST 2023	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP - AUGUST 2023	2,670.57	107029

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-249.100	LIEAF-6099 AUGUST 2023 P.A. 95	LARA - MI PUBLIC SERVICE (LIEAF-6099 AUGUST 2023 P.A. 95		5,460.01	107052
582-000.000-263.000	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	36,997.81	628
582-000.000-692.200	SALES TAX - AUGUST 2023	STATE OF MICHIGAN	SALES TAX - AUGUST 2023	(236.76)	628
Total For Dept 000.000				529,041.84	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		87.33	655
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		412.44	655
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		485.25	655
582-175.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN\HEALTH INSURANCE - SEPTEMBER 2023		19,645.41	658
582-175.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		22.76	659
582-175.000-715.000	LIFE INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		191.63	659
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	18,774.44	657
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		39.25	659
582-175.000-721.000	DISABILITY INSURANCE - ELECTRIC	SUN LIFE ASSURANCE COMPAN\ LIFE & DISABILITY INSURANCE		305.35	659
582-175.000-726.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	102.88	107030
582-175.000-726.000	8 PK FLY RIBBON/2PK FLY BAIT DEC	GELZER HJ & SON INC	8 PK FLY RIBBON/2PK FLY BAIT DECAL/STIC	12.13	107043
582-175.000-726.000	WATER DELIVERY - 45 MONROE ST	RUPERT'S CULLIGAN	WATER DELIVERY - 45 MONROE ST	16.50	107075
582-175.000-801.000	FIBER MAINT - ELECTRIC	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	100.00	107008
582-175.000-801.000	MOWING FOR AUGUST 2023	BAXTER LAWN AND SNOW SERV\	MOWING FOR AUGUST 2023	830.00	107020
582-175.000-801.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	133.97	107030
582-175.000-801.000	BPU OFFICE CLEANING - AUGUST 202	EAST 2 WEST ENTERPRISES, I	BPU OFFICE CLEANING - AUGUST 2023	130.00	107033
582-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS AUGUST	12.86	107063
582-175.000-801.000	ONLINE UTILITY EXCHANGE/WEB ACCE	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	84.56	107063
582-175.000-801.000	STRATEGIC PLANNING FACILITATION	STEVEN PETER VANDERMEER	STRATEGIC PLANNING FACILITATION - MMEA	4,000.00	107084
582-175.000-801.000	AUDIT SERVICES THROUGH 8/31/2023	YEO & YEO PC	AUDIT SERVICES THROUGH 8/31/2023	7,000.00	107100
582-175.000-801.000	CREDIT CARD PROCESSING FEES - AU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - AUGUST 20	181.16	627
582-175.000-802.000	SONIT NET ADMIN AUGUST 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2023	435.00	107080
582-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCR	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	259.38	107093
582-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEI	350.00	107093
582-175.000-850.000	TELEPHONE - ELECTRIC	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	24.11	107008
582-175.000-850.000	TELEPHONE - POWER PLANT	ACD.NET	TELEPHONE - POWER PLANT	144.66	107008
582-175.000-850.000	ETHERFAX SEPT 2023	BSB COMMUNICATIONS INC	ETHERFAX SEPT 2023	28.00	107024
582-175.000-850.000	MONTHLY VERIZON BILL - SEP 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 23	690.01	107094
582-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	20.08	649
582-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	19.88	652
582-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SET	20.15	653
582-175.000-955.588	RANDOM DOT DRUG/ALCOHOL TESTING	CE & A PROFESSIONAL SERVI	RANDOM DOT DRUG/ALCOHOL TESTING	349.51	107026
582-175.000-955.588	RANDOM DOT DRUG/ALCHOL TESTING	CE & A PROFESSIONAL SERVI	RANDOM DOT DRUG/ALCHOL TESTING	342.68	107026
582-175.000-956.000	MPSI SPRING SESSION 2023 BJANES	APWA MICHIGAN CHAPTER - MEMPSI SPRING SESSION 2023 BJANES		193.74	107016
582-175.000-956.000	REIMBURSEMENT FOR BPU TRIP	PHIL MCDOWELL	REIMBURSEMENT FOR BPU TRIP	94.48	107066
582-175.000-960.000	BANK FEES	MARYANNA COX	REIMBURSING FOR OVERDRAFT FEE	36.00	107056
Total For Dept 175.000 ADMINISTRATIVE SERVICES				55,575.60	
Dept 543.000 PRODUCTION					
582-543.000-726.000	WATER DELIVERY SERVICE-201 WATER	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE-201 WATERWORKS	15.00	107046
582-543.000-739.000	MSCPA MEMBER POWER BILLING - AUG	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - AUGUST 202	823,212.35	661
582-543.000-801.000	MAERS REPORTING	AMERICAN MUNICIPAL POWER,	MAERS REPORTING	550.00	107014
582-543.000-930.000	WELD REPAIR STAIRCASE & LADDER	WHITE'S WELDING SERVICE	WELD REPAIR STAIRCASE & LADDER	400.00	107099
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	AMERICAN COPPER AND BRASS,	1/4 REF X 50'SOFT/1/4 ODX1/4	22.27	107013
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	BECKER & SCRIVENS	3/8" REBAR	4.50	107021
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	GELZER HJ & SON INC	BRASS END CAP, ETC.	9.18	107043
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	PERFORMANCE AUTOMOTIVE	RIGHT STUFF	20.54	107065

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Fund 582 ELECTRIC FUND					
Dept 543.000 PRODUCTION					
582-543.000-930.050	SERVICES - 7/31/23 TROUBLESHOOT	UIS SCADA, INC.	SERVICES - 7/31/23 TROUBLESHOOT GENERAI	644.00	107091
582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5	WHEELER WORLD INC	GASKET- HEAT EXCHANGE GASKET ID/SHIPPIN	243.50	107098
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	AMERICAN COPPER AND BRASS,	1/4 REF X 50'SOFT/1/4 ODX1/4	22.27	107013
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	BECKER & SCRIVENS	3/8" REBAR	4.50	107021
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	GELZER HJ & SON INC	BRASS END CAP, ETC.	9.19	107043
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	PERFORMANCE AUTOMOTIVE	RIGHT STUFF	20.55	107065
582-543.000-930.060	SERVICES - 7/31/23 TROUBLESHOOT	UIS SCADA, INC.	SERVICES - 7/31/23 TROUBLESHOOT GENERAI	644.00	107091
582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6	WHEELER WORLD INC	GASKET- HEAT EXCHANGE GASKET ID/SHIPPIN	243.50	107098
Total For Dept 543.000 PRODUCTION				826,065.35	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	3 AED'S	AED BRANDS LLC	3 AED'S	4,020.00	107009
582-544.000-726.800	BLACK & DECKER SLIP JOINT PLIERS	AMAZON CAPITAL SERVICES,	1BLACK & DECKER SLIP JOINT PLIERS (2PK)	42.39	107011
582-544.000-726.800	3/4 RUBBER GASKET	AMERICAN COPPER AND BRASS,	3/4 RUBBER GASKET	0.59	107013
582-544.000-726.800	SUPPLIES - OPERATIONS	HEFFERNAN SOFT WATER SERVI	FINANCE CHARGE FROM JULY INVOICE 2664	3.00	107046
582-544.000-726.800	WATER DELIVERY SERVICE-45 MONROE	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE-45 MONROE STREETI	9.20	107046
582-544.000-730.000	DEF HEADER REPLACEMENT/LABOR/SUR	ALTA EQUIPMENT COMPANY	DEF HEADER REPLACEMENT/LABOR/SURCHARGE	701.95	107010
582-544.000-730.000	SERVICED, DOT, INSPECTION, FIXED	HILLSDALE COMMUNITY SCHOOI	SERVICED, DOT, INSPECTION, FIXED, TRAI	583.86	107048
582-544.000-730.000	INSPECTION/SERVICE OIL CHANGE 39	HILLSDALE COMMUNITY SCHOOI	INSPECTION/SERVICE OIL CHANGE 39-02	414.54	107048
582-544.000-730.000	SERVICED AND DOT INSPECTION - 39	HILLSDALE COMMUNITY SCHOOI	SERVICED AND DOT INSPECTION - 39-09	593.42	107048
582-544.000-730.000	SERVICE AND DOT INSPECTION - 39-	HILLSDALE COMMUNITY SCHOOI	SERVICE AND DOT INSPECTION - 39-07	235.80	107048
582-544.000-730.000	SERVICED/DOT INSPECTION, ETC./39	HILLSDALE COMMUNITY SCHOOI	SERVICED/DOT INSPECTION, ETC./39-04	529.34	107048
582-544.000-730.000	INSPECTION AND SERVICED - 39-04	HILLSDALE COMMUNITY SCHOOI	INSPECTION AND SERVICED - 39-04	613.78	107048
582-544.000-730.000	SERVICED AND INSPECTION -014666	HILLSDALE COMMUNITY SCHOOI	SERVICED AND INSPECTION -014666	608.26	107048
582-544.000-740.000	FUEL & LUBRICANTS	WATKINS OIL COMPANY	FUEL & LUBRICANTS - AUGUST 2023	2,384.75	107097
582-544.000-801.000	ROLL OFF AT 401 HILLSDALE ST	MODERN WASTE SYSTEMS	ROLL OFF AT 401 HILLSDALE ST	200.00	107060
582-544.000-930.000	OX-GARD NOALOX	AMAZON CAPITAL SERVICES,	1OX-GARD NOALOX	118.71	107011
582-544.000-930.000	BATTERY ADAPTER MAKITA 18V	AMAZON CAPITAL SERVICES,	1BATTERY ADAPTER MAKITA 18V	16.40	107011
582-544.000-930.000	1 NON-METALLIV/1 NON-METALLIC CO	AMERICAN COPPER AND BRASS,	1 NON-METALLIV/1 NON-METALLIC CONN/1 9C	145.86	107012
582-544.000-930.000	4 2-HOLE RIGID/EMT STRAP	AMERICAN COPPER AND BRASS,	4 2-HOLE RIGID/EMT STRAP	19.98	107013
582-544.000-930.000	3/4 ACORN GROUND CLAMP	AMERICAN COPPER AND BRASS,	3/4 ACORN GROUND CLAMP	3.10	107013
582-544.000-930.000	6STR-250MCM AL/CU MECH	AMERICAN COPPER AND BRASS,	6STR-250MCM AL/CU MECH	9.32	107013
582-544.000-930.000	5/16-18 X 1 CRSHEX CAP SCRW SL/5	FAMILY FARM & HOME	5/16-18 X 1 CRSHEX CAP SCRW SL/5/16-18	28.34	107038
582-544.000-930.000	FASTENERS & ANCHORS	GELZER HJ & SON INC	FASTENERS & ANCHORS	12.36	107043
582-544.000-930.546	GRAY BASE LIGHT BULB	AMAZON CAPITAL SERVICES,	1GRAY BASE LIGHT BULB	62.93	107011
582-544.000-930.546	REPAIRS & MAINT. - SUBSTATIONS	UIS SCADA, INC.	SERVICES THROUGH 8/21/23	1,486.35	107091
Total For Dept 544.000 DISTRIBUTION				12,844.23	
Total For Fund 582 ELECTRIC FUND				1,423,527.02	
Fund 588 DIAL A RIDE					
Dept 000.000					
588-000.000-651.000	USE & ADMISSION FEES	BRIAN FRANK	REFUND FOR PREPAID FARES	66.00	107022
Total For Dept 000.000				66.00	
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	BLUE CROSS & BLUE SHIELD C	DENTAL & VISION INSURANCE GROUP 0070034	167.86	655
588-596.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	3,298.34	658
588-596.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	64.96	659
588-596.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	70.77	659
588-596.000-730.000	STANDARD CAPSULE FOR #63	PERFORMANCE AUTOMOTIVE	STANDARD CAPSULE FOR #63	8.49	107065
588-596.000-740.000	DART	WATKINS OIL COMPANY	DART	2,882.04	107097
588-596.000-801.000	CINTAS - RUGS & DUST MOP	CINTAS CORPORATION	RUGS & DUST MOP	15.95	107027

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-955.588	REIMBURMENT FOR LICENSE RENEWAL	SANDRA LADD	REIMBURMENT FOR LICENSE RENEWAL	23.50	107076
Total For Dept 596.000 DIAL-A-RIDE				6,531.91	
Total For Fund 588 DIAL A RIDE				6,597.91	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-202001	SEWER LINING CONTRACT	INSITUFORM TECHNOLOGIES US	2023 SEWER LINING PROJECT - APPROVED BY	28,194.35	107050
590-000.000-158.000-213017	MASONRY REPAIRS AT WWTP	FOULKE CONSTRUCTION	WWTP FACADE WORK AS APPROVED BY BOARD/C	8,000.00	107039
590-000.000-158.000-215005	WESTWOOD FIELD MANAGER SET-UP	ROWE PROFESSIONAL SERVICES	WESTWOOD FIELD MANAGER ASSISTANCE	175.00	107074
590-000.000-158.000-215019	INLET DOOR REPLACEMENT	FOULKE CONSTRUCTION	INLET BLD DOOR REPLACEMENT-APPROVED BY	11,600.00	107039
590-000.000-158.000-215020	CATWALK BAR GRATING CUT TO SIZE	MCNICHOLS COMPANY	WWTP CATWALK TREADS-APPROVED BY BOARD/C	33,108.00	107057
590-000.000-202.100	SCCH	FRY, WILLIAM G	UB refund for account: 026339	4.39	107040
Total For Dept 000.000				81,081.74	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	43.68	655
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	284.20	655
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	41.96	655
590-175.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMIN	HEALTH INSURANCE - SEPTEMBER 2023	7,809.13	658
590-175.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	11.35	659
590-175.000-715.000	LIFE INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	92.59	659
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	3,926.50	657
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	19.61	659
590-175.000-721.000	DISABILITY INSURANCE - SEWER	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	125.63	659
590-175.000-726.000	REED TOOL HWB CAST DUCTILE HYDRA	AMAZON CAPITAL SERVICES, I	REED TOOL HWB CAST DUCTILE HYDRANT WREN	73.49	107011
590-175.000-726.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	51.44	107030
590-175.000-726.000	8 PK FLY RIBBON/2PK FLY BAIT DEC	GELZER HJ & SON INC	8 PK FLY RIBBON/2PK FLY BAIT DECAL/STIC	6.07	107043
590-175.000-726.000	WATER DELIVERY - 45 MONROE ST	RUPERT'S CULLIGAN	WATER DELIVERY - 45 MONROE ST	8.25	107075
590-175.000-801.000	FIBER MAINT - SEWER	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	50.00	107008
590-175.000-801.000	MOWING FOR AUGUST 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR AUGUST 2023	415.00	107020
590-175.000-801.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	66.99	107030
590-175.000-801.000	BPU OFFICE CLEANING - AUGUST 202	EAST 2 WEST ENTERPRISES, I	BPU OFFICE CLEANING - AUGUST 2023	65.00	107033
590-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS AUGUST	6.43	107063
590-175.000-801.000	ONLINE UTILITY EXCHANGE/WEB ACCE	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	42.28	107063
590-175.000-801.000	AUDIT SERVICES THROUGH 8/31/2023	YEO & YEO PC	AUDIT SERVICES THROUGH 8/31/2023	3,500.00	107100
590-175.000-801.000	CREDIT CARD PROCESSING FEES - AU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - AUGUST 20	90.57	627
590-175.000-801.000-215006	ADMIN SERVICE FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICE FOR CDBG GRANT	1,890.00	107025
590-175.000-802.000	SONIT NET ADMIN AUGUST 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2023	186.25	107080
590-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCR	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	129.68	107093
590-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEI	175.00	107093
590-175.000-850.000	TELEPHONE - SEWER	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	12.06	107008
590-175.000-850.000	TELEPHONE	ACD.NET	TELEPHONE - WWTP	96.44	107008
590-175.000-850.000	ETHERFAX SEPT 2023	BSB COMMUNICATIONS INC	ETHERFAX SEPT 2023	14.00	107024
590-175.000-850.000	MONTHLY VERIZON BILL - SEP 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 23	208.43	107094
590-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	10.03	649
590-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	9.94	652
590-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SET	10.08	653
590-175.000-955.588	RANDOM DOT DRUG/ALCOHOL TESTING	CE & A PROFESSIONAL SERVIC	RANDOM DOT DRUG/ALCOHOL TESTING	33.58	107026
590-175.000-955.588	RANDOM DOT DRUG/ALCOHOL TESTING	CE & A PROFESSIONAL SERVIC	RANDOM DOT DRUG/ALCOHOL TESTING	33.59	107026
590-175.000-956.000	MPSI SPRING SESSION 2023 BJANES	APWA MICHIGAN CHAPTER - MI	MPSI SPRING SESSION 2023 BJANES	96.88	107016
590-175.000-956.000	REIMBURSEMENT FOR BPU TRIP	PHIL MCDOWELL	REIMBURSEMENT FOR BPU TRIP	47.24	107066
590-175.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	CAPITAL IMPROVEMENT BOND INTEREST	48,750.00	656

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Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-993.000	INTERST - SEWER BONDS	U.S. BANK BOND CONTROL	INTERST - SEWER BONDS	78,125.00	660
Total For Dept 175.000 ADMINISTRATIVE SERVICES				146,558.37	
Dept 546.000 OPERATIONS					
590-546.000-730.039	CHIP REPAIR ON THE VAC TRUCK	G&G GLASS, INC	CHIP REPAIR ON THE VAC TRUCK	40.00	107041
590-546.000-920.400	504504154 - 135 BARBER ST	MICH GAS UTILITIES	NATURAL GAS UTILITY - 135 BARBER ST	37.93	647
Total For Dept 546.000 OPERATIONS				77.93	
Dept 547.000 TREATMENT					
590-547.000-726.900	SUPPLIES - LABORATORY	ENVIRONMENTAL RESOURCES AS	TOTAL RESIDUAL CHLORINE, WAST/PH/WASTE	476.82	107035
590-547.000-726.900	SUPPLIES - LABORATORY	NORTH CENTRAL LABORATORIE	CHLORINE	83.25	107061
590-547.000-726.900	SUPPLIES - LABORATORY	NORTH CENTRAL LABORATORIE	AMONIA TEST/FILTERS, SUPPLIES	4,534.07	107061
590-547.000-726.900	WATER FOR 101 W GALLOWAY DR	RUPERT'S CULLIGAN	WATER FOR 101 W GALLOWAY DR	21.00	107075
590-547.000-726.900	HD POLYETHYLENE WIDE MOUTH JAR	USABLUEBOOK	HD POLYETHYLENE WIDE MOUTH JAR	135.29	107092
590-547.000-726.900	CHLORINE STANDARD 100PPM AS CL;	USABLUEBOOK	CHLORINE STANDARD 100PPM AS CL; 1 LITEF	273.10	107092
590-547.000-726.900	HACH PHOSVER3 POWDER PILLOWS/REP	USABLUEBOOK	HACH PHOSVER3 POWDER PILLOWS/REPLACEM	2,993.25	107092
590-547.000-726.900	COVERSLIP; MICROSCOPE SLIDE 124/	USABLUEBOOK	COVERSLIP; MICROSCOPE SLIDE 124/PK	62.61	107092
590-547.000-726.900	COREPRO/15' SAMPLER 3 SECTIONS	USABLUEBOOK	COREPRO/15' SAMPLER 3 SECTIONS	476.85	107092
590-547.000-727.500	SUPPLIES - CHLORINE	WATER SOLUTIONS UNLIMITED,	CHLORINE/SULFUR DIOXIDE	2,166.32	107096
590-547.000-727.700	SUPPLIES - DIOXIDE	WATER SOLUTIONS UNLIMITED,	CHLORINE/SULFUR DIOXIDE	1,067.50	107096
590-547.000-740.000	FUEL & LUBRICANTS	WATKINS OIL COMPANY	FUEL & LUBRICANTS - AUGUST 2023	1,023.12	107097
590-547.000-801.000	QUARTERLY INFLUENT - SAMPLES SUB	MERIT LABORATORIES	QUARTERLY INFLUENT - SAMPLES SUBMITTED	276.00	107058
590-547.000-801.000	BEF COMPLIANCE SAMPLES 7/25/2023	MERIT LABORATORIES	BEF COMPLIANCE SAMPLES 7/25/2023	3,186.00	107058
590-547.000-801.000	101 W GALLOWAY DR/ 10 CU YD WAST	REPUBLIC SERVICES OF KALAM	101 W GALLOWAY DR/ 10 CU YD WASTE CONTF	927.37	107071
590-547.000-920.400	504756735 - W GALLOWAY GR	MICH GAS UTILITIES	NATURAL GAS UTILITY - W GALLOWAY GR	35.71	648
590-547.000-920.400	504904602 - 101 W GALLOWAY	MICH GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY	741.91	651
590-547.000-920.400	505161747 - 101 W GALLOWAY MN	MICH GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY MN	41.31	654
590-547.000-930.000	3-6 DRAIN OPENER	GELZER HJ & SON INC	3-6 DRAIN OPENER	35.99	107043
590-547.000-930.000	HEX WASH SDS/ELBOW/COUPLING	GELZER HJ & SON INC	HEX WASH SDS/ELBOW/COUPLING	25.85	107043
Total For Dept 547.000 TREATMENT				18,583.32	
Total For Fund 590 SEWER FUND				246,301.36	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-181005	CIP - AMI WATER METERS	AMAZON CAPITAL SERVICES, I	XHF 1/2 IN WATERPROOF HEAT SHRINK TUBIN	29.99	107011
591-000.000-158.000-213002	CIP - 2023 WELL MAINTENANCE	SHERWIN-WILLIAMS	COROTHNE 1 MIO/ALM	939.00	107078
591-000.000-158.000-215005	WESTWOOD FIELD MANAGER SET-UP	ROWE PROFESSIONAL SERVICE	WESTWOOD FIELD MANAGER ASSISTANCE	175.00	107074
591-000.000-202.100	WCCH	FRY, WILLIAM G	UB refund for account: 026339	4.11	107040
Total For Dept 000.000				1,148.10	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	43.68	655
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	184.14	655
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	97.93	655
591-175.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	7,469.87	658
591-175.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	11.35	659
591-175.000-715.000	LIFE INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	99.05	659
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,051.05	657
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	19.61	659
591-175.000-721.000	DISABILITY INSURANCE - WATER	SUN LIFE ASSURANCE COMPAN	LIFE & DISABILITY INSURANCE	137.44	659
591-175.000-726.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	51.45	107030
591-175.000-726.000	8 PK FLY RIBBON/2PK FLY BAIT DEC	GELZER HJ & SON INC	8 PK FLY RIBBON/2PK FLY BAIT DECAL/STIC	6.06	107043

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 DELIVERY - 45 MONROE ST	RUPERT'S CULLIGAN	WATER DELIVERY - 45 MONROE ST	8.25	107075
591-175.000-801.000	FIBER MAINT - WATER	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	50.00	107008
591-175.000-801.000	MOWING FOR AUGUST 2023	BAXTER LAWN AND SNOW SERV	MOWING FOR AUGUST 2023	415.00	107020
591-175.000-801.000	COPIES/CONTRACT BILLING - AUGUST	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - AUGUST 2023	66.98	107030
591-175.000-801.000	BPU OFFICE CLEANING - AUGUST 202	EAST 2 WEST ENTERPRISES, I	BPU OFFICE CLEANING - AUGUST 2023	65.00	107033
591-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVICE	COMMISSION PAID FOR COLLECTIONS AUGUST	6.42	107063
591-175.000-801.000	ONLINE UTILITY EXCHANGE/WEB ACCE	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	42.28	107063
591-175.000-801.000	AUDIT SERVICES THROUGH 8/31/2023	YEO & YEO PC	AUDIT SERVICES THROUGH 8/31/2023	3,500.00	107100
591-175.000-801.000	CREDIT CARD PROCESSING FEES - AU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - AUGUST 20	90.57	627
591-175.000-801.000-215006	ADMIN SERVICE FOR CDBG GRANT	CARTER CONSULTING LLC	ADMIN SERVICE FOR CDBG GRANT	1,890.00	107025
591-175.000-802.000	SONIT NET ADMIN AUGUST 2023	SONIT SYSTEMS, LLC	SONIT NET ADMIN AUGUST 2023	186.25	107080
591-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUBSCR	MILSOFT	IVR POOLED MONTHLY OUTAGE SUBSCRIPTION	129.68	107093
591-175.000-802.000	MILSOFT DISSPATCH LICENSE AND UN	MILSOFT	MILSOFT DISSPATCH LICENSE AND UNPLUGGEI	175.00	107093
591-175.000-850.000	TELEPHONE - WATER	ACD.NET	TELEPHONE - FIBER 45 MONROE STREET	12.05	107008
591-175.000-850.000	TELEPHONE - WTP	ACD.NET	TELEPHONE - WTP	96.44	107008
591-175.000-850.000	ETHERFAX SEPT 2023	BSB COMMUNICATIONS INC	ETHERFAX SEPT 2023	14.00	107024
591-175.000-850.000	MONTHLY VERIZON BILL - SEP 23	VERIZON WIRELESS	MONTHLY VERIZON BILL - SEP 23	208.43	107094
591-175.000-920.400	503214966 - 45 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 45 MONROE ST	10.03	649
591-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	9.94	652
591-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE GEN SET	10.08	653
591-175.000-955.588	RANDOM DOT DRUG/ALCOHOL TESTING	CE & A PROFESSIONAL SERVIC	RANDOM DOT DRUG/ALCOHOL TESTING	33.59	107026
591-175.000-955.588	RANDOM DOT DRUG/ALCHOL TESTING	CE & A PROFESSIONAL SERVIC	RANDOM DOT DRUG/ALCHOL TESTING	33.58	107026
591-175.000-956.000	MPSI SPRING SESSION 2023 BJANES	APWA MICHIGAN CHAPTER - MIM	MPSI SPRING SESSION 2023 BJANES	96.88	107016
591-175.000-956.000	REIMBURSEMENT FOR BPU TRIP	PHIL MCDOWELL	REIMBURSEMENT FOR BPU TRIP	47.24	107066
591-175.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	CAPITAL IMPROVEMENT BOND INTEREST	56,250.00	656
Total For Dept 175.000 ADMINISTRATIVE SERVICES				75,619.32	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	5PK 6" 10T TORCH BLADE/9" 7/11TP	GELZER HJ & SON INC	5PK 6" 10T TORCH BLADE/9" 7/11TPI WRECF	44.48	107043
591-544.000-740.000	FUEL & LUBRICANTS	WATKINS OIL COMPANY	FUEL & LUBRICANTS - AUGUST 2023	1,023.10	107097
591-544.000-801.000	MCC 2 YRS 7/21-06/23	HYDROCORP	MCC 2 YRS 7/21-06/23	1,400.00	107049
591-544.000-930.990	DRY MAR TRUCKING & DIRTWOF	PEASTONE FOR BPU		574.75	107032
591-544.000-930.990	CONTRACTED LSL REPLACEMENTS	RJT CONSTRUCTION CO.	LEAD SERVICE LINE REPLACEMENTS FYE 2023	15,262.50	107072
Total For Dept 544.000 DISTRIBUTION				18,304.83	
Dept 545.000 PURIFICATION					
591-545.000-920.400	504558065 - 401 HILLSDALE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 401 HILLSDALE	38.64	650
Total For Dept 545.000 PURIFICATION				38.64	
Total For Fund 591 WATER FUND				95,110.89	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	SUPPLIES	PURITY CYLINDER GASES, INC	ACETYLENE AND IND GAS	78.38	107069
640-443.000-730.000	FILTER ELEMENT FOR #16	GREENMARK EQUIPMENT	FILTER ELEMENT FOR #16	91.83	107045
640-443.000-730.000	TUBELESS KIT FOR #13	PERFORMANCE AUTOMOTIVE	TUBELESS KIT FOR #13	4.89	107065
640-443.000-730.000	TPH360 BOXED AND HD BX CLM FOR #	PERFORMANCE AUTOMOTIVE	TPH360 BOXED AND HD BX CLM FOR #7	32.76	107065
640-443.000-730.000	3/4X1-1/8 SKT FOR #16	PERFORMANCE AUTOMOTIVE	3/4X1-1/8 SKT FOR #16	27.89	107065
640-443.000-730.000	OIL FILTER, CONV. SYNBL 5W30 FOR	PERFORMANCE AUTOMOTIVE	OIL FILTER, CONV. SYNBL 5W30 FOR #4	40.01	107065
640-443.000-730.000	TURN INDICATOR SW	PERFORMANCE AUTOMOTIVE	TURN INDICATOR SW	115.19	107065
640-443.000-730.000	CUTTING EDGES FOR #153	WHITE'S WELDING SERVICE	CUTTING EDGES FOR #153	45.00	107099
640-443.000-740.000	CHAIN OIL	TSC STORES	CHAIN OIL AND TELESCOPIC PWRLEVER	20.38	107089
640-443.000-740.000	DPS	WATKINS OIL COMPANY	DPS	3,601.25	107097

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Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-801.000	REPAIR OF STROBE LIGHT ON TRUCK	HILLSDALE BUICK GMC	REPAIR OF STROBE LIGHT ON TRUCK #4	256.00	107047
640-443.000-801.000	VALVE FOR #29	HILLSDALE COMMUNITY SCHOOI	VALVE FOR #29	110.04	107048
640-443.000-801.000	FLASHER AND FUSE FOR #1	HILLSDALE COMMUNITY SCHOOI	FLASHER AND FUSE FOR #1	262.24	107048
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				4,685.86	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				4,685.86	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	THE TURTLE EV NOZZLE	TURTLE FIRE SYSTEMS LLC	THE TURTLE EV NOZZLE	4,495.00	107090
663-336.000-983.000	SURFACE PRO8 TABLET FIRE DEPT	SOUTHERN COMPUTER WAREHOU	SURFACE PRO8 TABLET FIRE DEPT	1,416.09	107081
Total For Dept 336.000 FIRE DEPARTMENT				5,911.09	
Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND				5,911.09	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	333.98	655
699-441.000-715.000	HEALTH INSURANCE - SEPTEMBER 202	PLANSOURCE BENEFITS ADMINI	HEALTH INSURANCE - SEPTEMBER 2023	5,560.02	658
699-441.000-715.000	LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	113.68	659
699-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	123.30	659
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				6,130.98	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				6,130.98	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 09/14/2023 - 09/14/2023
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

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

Fund 101 GENERAL FUND	160,373.85
Fund 202 MAJOR ST./TRUNK	1,454.21
Fund 203 LOCAL STREET F	1,923.91
Fund 204 MUNICIPAL STREI	57,500.00
Fund 208 RECREATION FUNI	2,981.71
Fund 271 LIBRARY FUND	1,991.45
Fund 409 STOCK'S PARK	420.00
Fund 481 AIRPORT IMPROVI	580.51
Fund 582 ELECTRIC FUND	1,423,527.02
Fund 588 DIAL A RIDE	6,597.91
Fund 590 SEWER FUND	246,301.36
Fund 591 WATER FUND	95,110.89
Fund 640 REVOLVING MOBII	4,685.86
Fund 663 FIRE VEHICLE &	5,911.09
Fund 699 DPS LEAVE AND I	6,130.98

Total For All Funds:	<u>2,015,490.75</u>
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CITY COUNCIL MINUTES

City of Hillsdale
September 18, 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 R Greg Stuchell, Ward 1 Anthony Vear, Ward 1 William Morrissey, Ward 2 Cynthia Pratt, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Joshua Paladino, Ward 4 Robert Socha, Ward 4
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Council Members absent:	None
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Also Present: Attorney Tom Thomson, Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (Chief HCPD/HCFD), Abe Dane, Corrie Conant, James Edward Thomas, Ray Briner, CJ Toncray, Mark Nichols, Ginger Novak, Joan Harvey, Dennis Wainscott, Jean Heise.

Approval of Agenda

Motion by Councilman Sharp support by Councilmember Pratt to add Right of Way Permit for Hillsdale Community Schools for Homecoming Parade as Consent agenda item I.

By a voice vote, the motion passed unanimously.

Motion by Councilman Morrissey support by Councilmember Pratt to approve the September 18, 2023 agenda as amended.

By a voice vote, the motion passed unanimously.

Public Comment

Ginger Novak, Ward 4, commented on the food truck discussion item.

Ray Briner, Ward 4, commented on the Fair Parade and the fees associated with special events in the City.

James Edward Thomas, 2200 Barr St., commented he was in favor of a Drive in theater.

Jean Heise, Ward 4, commented on the food truck discussion item.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of August 31, 2023: \$308,847.58
 - 2. Payroll of August 31, 2023: \$184,070.72
- B. City Council Minutes of September 5, 2023
- C. Finance Minutes of September 5, 2023
- D. Public Services Committee Minutes of September 11, 2023
- E. Hillsdale College Noise Variance Request Drive-In Movie

- F. American Legion Fall Freedom Run 5k
- G. Right of Way Use- Shawn’s 5K Walk/Run for Cancer Event
- H. Hillsdale County Fair Parade Use Agreement
- I. Right of Way Permit- Hillsdale Schools Homecoming Parade

Council discussion ensued on right of way fees for special events in the community.

Motion by Councilmember Sharp seconded by Councilmember Morrissey to send the fee schedule to the Public Services Committee to review.

By a voice vote, the motion passed unanimously.

Motion by Councilmember Morrissey seconded by Councilmember Sharp to approve the consent agenda as presented.

Roll Call:

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

Motion passed 9-0

Communications/Petitions

- A. Comcast Letter
- B. Assessment Roll PA 660 Audit Results
- C. Village of Clinton Letter
- D. Street Light Letter from James Edward & Kristine Thomas

Information is presented for information only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Set Public Hearing to Prohibit Pets from Entering City Cemeteries

Jason Blake, DPS Director reported dogs in city cemeteries has been an ongoing concern for some time now. Owners use the cemeteries as dog runs, allowing their pets to run unleashed throughout the premises. Ordinance No. 2017-01 is currently in place allowing animals as long as they are leashed/controlled and also limiting them to the roadways within. The ordinance has consistently been ignored. As expected, animals are relieving themselves on head stones and various other places within the cemeteries whether leashed or unleashed. Not only is this very disrespectful to the deceased, but their families as well. In an attempt to remedy the situation, the Cemetery Board has requested the City Attorney draft an amended ordinance prohibiting all animals from being in the cemeteries. During regular City Council meeting on May 16, 2022 this item was sent to Public Services Committee for review and recommendation. Public Services Committee met on September 11, 2023 and recommended to send this item to City Council to schedule a Public Hearing for October 16, 2023 to receive public input.

Motion by Councilmember Socha seconded by Councilmember Sharp to set a public hearing for October 16, 2023 at 7:00 p.m. for prohibiting pets from entering City cemeteries ordinance amendment.

By a voice vote, the motion passed unanimously.

Old Business

- A. Assessing/Code Enforcement Vehicle

Jason Blake, DPS Director stated after the last Council meeting he run the usage numbers on the three retired police vehicles used by other departments. Police and DPS operational vehicles are not used like a personal vehicle. The miles on the odometers are only one part of the wear and tear on these vehicles. Below are the numbers from the retired police vehicles. The “miles equivalent” the City has gotten more than its money worth out of all of these vehicles.

2015 Explorer – Code Enforcement
116,535 miles on odometer
13,000 hours at idle
450,000 miles equivalent

2016 Explorer – Engineering
117,974 miles on odometer
17,275 hours at idle
560,475 miles equivalent

2014 Explorer – Airport
113,559 miles on odometer
11,100 hours at idle
402,400 miles equivalent

The City budgeted \$30,000 to replace the Assessing/Code Enforcement vehicle. Used vehicles with 40,000-50,000 miles, 2-3 years old, are going for \$22,000+. The low bid we had for a new vehicle with full warranty was \$29,541.

Councilmember Stuchell asked how many employees would use this vehicle. Blake answered four – six employees.

Councilmember Sharp asked what was wrong with the current vehicle. Blake stated it was off the road in the shop for repair and have been there for two months. Sharp inquired about limiting options and getting a lower priced model. Blake mentioned standard vehicles include those options now a days.

Councilmember Vear stated the vehicle was budgeted for in the amount of \$30,000.00.

Councilmember Wolfram is in favor of purchasing a new vehicle over used due to good pricing.

Councilmember Paladino is not in favor of the purchase due to limited mileage use throughout the year, he would rather see the vehicle driven until it goes out of commission.

Further Council discussion ensued.

Motion by Council Member Wolfram seconded by Council Member Vear to approve the vehicle purchase to Stillwell Ford in the amount \$29,541.00.

Roll Call:

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

Motion failed 2-7

B. Progress Report- 61 S. Howell St.

Alan Beeker, Zoning Administrator reported in November 2022, the structure located at 61 S Howell experienced a devastating fire. Unfortunately, the homeowner did not have insurance and

was not able to repair or replace the damaged structure. In the spring of 2023, Code Enforcement contacted three excavation companies to supply quotes for the demolition of the structure. One contractor did not respond, one responded that he would not be supplying a quote and one submitted a quote. Due to budget constraints, the expenditure was postponed until the 2023-24 FY. Parrish is ready to start asbestos abatement on September 28, 2023.

Council discussion ensued on the poor condition of property and the lack of bids.

Motion by Council Member Sharp seconded by Council Member Stuchell to approve the demolish process at 61 S. Howell St. and award to Parrish Excavating in the amount of \$38,316.30.

Roll Call:

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
Council Member Paladino	Aye
Council Member Pratt	Aye

Motion passed 9-0

New Business

A. Accelerated Forfeiture Abandon Property (Resolution)

The schedule for foreclosure of tax delinquent real property under the provisions of the General Property Tax Act is as follows:

- March 1, 2024 Unpaid 2023 Summer & Winter taxes returned to county treasurer as delinquent
- March 1, 2025 Properties with 2023 or prior taxes remaining unpaid are forfeited to the county treasurer (subject to redemption by payment of taxes & fees)
- March 1, 2026 Properties with 2023 or prior taxes remaining unpaid are subject to foreclosure proceedings

Public Act 132 of 1999, the Certification of Abandoned Property for Accelerated Forfeiture Act (Michigan Compiled Law Sections 211.961-211.966) allows for cities, villages and townships to certify property as abandoned for the purpose of accelerating the property tax forfeiture and foreclosure process under the provisions of the General Property Tax Act. If property is certified as abandoned, the forfeiture for unpaid 2023 taxes would become effective March 1, 2024 and the foreclosure would be accelerated by 1 year to March 1, 2025.

Motion by Council Member Vear, seconded by Council Member Sharp to adopt the accelerated forfeiture abandon property resolution. **Resolution #3573.**

Roll call:

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

Motion passed 8-1

B. Joint Early Voting Site Agreement

Katy Price, City Clerk reported in November 2022 Proposal 2022-2 was passed requiring additional early in-person voting. The County and each of the 22 municipalities have been working together for the purpose of operating a joint early voting site. The local clerks and County came up with a nine day early voting site agreement to help alleviate staffing issues and aid in cost saving measures. Each municipality will share in the expense of the early voting site.

The Hillsdale County Election Commission has set days and times by resolution for the early voting site as follows:

- 8:00 a.m. to 4:00 p.m. each Saturday;
- 12:00 p.m. to 8:00 p.m. each Sunday;
- 9:00 a.m. to 5:00 p.m. on Monday, Tuesday, Wednesday and Friday;
- 11:00 a.m. to 7:00 p.m. on Thursday

Area clerks will serve as on site supervisors on those days of service and will provide his/her own election inspectors.

Mayor Stockford asked where it would the early voting site be held, Clerk Price responded at the Courthouse, Room 2.

Councilmember Vear asked about the Sunday hours.

County Chief Deputy Clerk Abe Dane, reviewed the cost of the site and also the procedure of nine days early voting. Nine Day voting site would be

Mayor Stockford stated he would like to see the City have its own early voting site and see the option of hiring a deputy clerk to help elevate staffing issues.

Further Council discussion ensued.

Motion by Council Member Vear, seconded by Council Member Sharp to approve the joint early voting site agreement with the County and authorize City Clerk Price to sign on behalf of the City.

Roll call:

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

Motion passed 7-2

C Dial A Ride Title VI Program Revisions

Jason Blake, DPS Director reported in September 2020 the City Council adopted a Title VI Program for Dial-A-Ride as required by Michigan Department of Transportation (MDOT). The Title VI program is required by the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Title VI provides that "No person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The City of Hillsdale has and does receive federal funding as a sub-recipient through MDOT for the transportation services provided by Dial-A-Ride and is therefore subject to compliance with this

federal law. Updates to the Title VI are required triannual by MDOT. The attachment contains the revisions and has been approved by MDOT.

Council discussion ensued on resolution and a few spelling errors.

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the Dial A Ride Title VI Discrimination Plan. **Resolution # 3574.**

Roll call:

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

Motion passed 8-1

D Parking Lot Preservation Bid Award

Jason Blake, DPS Director stated City owned parking lots are on a 5 year cycle to clean pavement cracks and apply overband crack filling in addition to applying two coats of sealer and reestablishing existing pavement markings.

Sealed bids were returned and opened on July 27, 2023. The 1 bid that was received was rejected as it was over the budget amount of \$35,000 that was approved by Council in the 23-24 budget year. This project was rebid on August 16, 2023 with an extended completion date of June 14, 2024 in addition to removing 5 of the 10 parking lots from the scope of the project. Sealed bids were received and opened on September 6, 2023 with the following bids:

- K& B Asphalt \$25,178.39
- Slusarski Excavating and Paving Inc \$48,534.26

- Parking lots Included in Project: Parking Lot A – 45 S. Howell St.,
- Parking Lot C – 15 N. Manning St.
- Parking Lot G – North St. (Adjacent to Post Office)
- Parking Lot J – Carleton/Union St.
- City Hall Parking Lot.

Motion by Council Member Morrissey, seconded by Council Member Pratt to approve the contract to K & B Asphalt in the amount of \$25,178.39.

Roll call:

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

Motion passed 9-0

E. City Hall ADA Automated Door Opener Bid Award

Jason Blake, DPS Director stated the Department of Public Services received two bids to install three (3) new Automated Door Openers on the City Hall main entry doors. Installation of

Automated Door Openers will improve ADA access into City Hall. The approved budget amount for this work is \$17,000. This work was budgeted over the current fiscal year. The low bid came in \$1,500 under the budget amount.

Motion by Council Member Sharp, seconded by Council Member Stuchell to approve the contract with Clark Electric in the amount of \$15,500.00.

Roll call:

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

Motion passed 9-0

E. Food Truck Discussion

Council Member Vear asked Council to have this item sent back to Public Services to review and discuss more options.

No action taken.

F. Street Closure- Scarecrow Fest

Chief Hephner spoke on the Traffic Control Order 2023-43 request, didn't have much information to report on. Corrie from Pub N. Grub gave a brief overview of the event that will close off streets in downtown Hillsdale.

Motion by Council Member Socha, seconded by Council Member Stuchell to approve the TCO 2023-43 for the Scarecrow Fest event in downtown Hillsdale.

By a voice vote, the motion passed unanimously.

Miscellaneous Reports

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

General Public Comment

James Edwards, 2200 Barr St., thanked Council for the help on his street light issue.

Jack McLain, Hillsdale Twp., thanked for Council for the Automatic door openers, asked to move parking lot at City Hall to have handicap section to switch where the police park, also commented on Keefer House Hotel LLC and Mr. Edwards street light issue.

CJ Toncray, asked about information on County Commissioners meeting.

City Manager's Report

None

Council Comments

Council Member Morrissey reported sidewalk on south side on west Fayette St bushes grew up and over sidewalk and DPS cleared it up. Thanked Public Services for getting that fixed.

Council Member Sharp asked about the next train event. October 7th & 8th.

Mayor Stockford stated he wished the City would have a had a single early voting site and get City Clerk some permanent help with elections and in the office.

Adjournment

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

By a voice vote, one nay, roll call vote

Roll call:

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

Motion passed 6-3

The meeting adjourned at 8:46 p.m.

Adam Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: September 18, 2023

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrissey

STAFF: Jason Blake (Director of Public Services), Tina Bumpus (Assistant Finance Director), Scott Hephner (Police and Fire Chief)

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 175: Domestic Harmony provides service to City for victims of domestic violence

Department 336: software product for fire department management

Fund 204

Department 905: Department's share of interest for capital improvement bond

Fund 582

Department 000: down payment for transformers near industrial park

Department 000: Community Action Agency gets round-up of BPU bills to nearest dollar

Department 000: Low income energy assistance program for State of Michigan |

Department 175: Assistance in strategic planning for electric fund

Department 544: Dumpster at 401 Hillsdale St

Department 544: Three defibrillators

Fund 590

Department 000: Fix catwalk at waste water treatment plant

Fund 591

Department 175: Consulting for administration of CDBG grant for city-wide water valve replacement

Motioned by Morrissey and seconded by Wolfram to approve.

Motion passed 3-0.

Public Comment: None

Motioned by Sharp and seconded by Morrissey to adjourn.

Motion passed 3-0.

Adjournment 6:43 PM

Minutes prepared by Gary Wolfram

Public Service Committee meeting minutes

September 25, 2023

Council Present – Robert Socha, Tony Vear, Josh Paladino

Public – Ken Joswiak – HBA President, Stacy Bond, Jack McLain

Staff – Jason Blake

Meeting called to order at 6:02 PM

- Discussion on Littering and Reviewing Fee Schedule
 - Old fee schedule according to Jason \$45 for parades and shows.
 - New fee schedule \$1,500 for light-up parade, \$2,000 for car show
 - Not feasible for HBA (non-profits) to pay this much money -
 - \$250 - \$500 reasonable
 - Coldwater, Quincy, Jonesville – no charge for events
 - Greyling, many others similar structure for city sponsored events
 - City put on events?
 - Summer in the City - \$898 private money from Ken
 - City spends approximately \$10,600 that comes out of the general fund – not budgeted
 - Request legal counsel
 - Can the city take over parades for public purposes?
 - Definition of public/private purpose
 - RECOMMENDATION: The city of Hillsdale would like to forever encourage historic parades and events in the downtown corridor and requests council to revert to old fee schedule for SPECIAL EVENTS only, removing labor for barriers and traffic control until Public Services gets legal opinion and returns findings to full council.
 - Vote 3-0
 - Littering – Generally reconsider municipal civil infractions
 - Littering Municode 20-33
 - Request General Counsel to create/add subsection regarding littering within Hillsdale city limits
 - Define littering
 - Find current provision on littering and amend
 - Add subsection regarding littering and create civil infraction with \$250 first offense, \$500 second offense, and \$1,000 subsequent offenses fines.
- Food Truck
 - Looking to other municipalities and how they deal with them
 - Committee still considering options

Meeting Adjourn 8:02 PM

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023
Agenda Item: Consent Agenda
Subject: Noise Variance / Scarecrow Festival

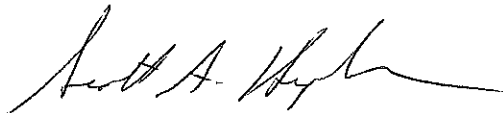
Background:

A noise variance has been requested for live music during the Scarecrow Festival from 4:30 p.m. till 8:00 p.m. on October 13, 2023. Location will be N. Howell Street near the point / jewelers.

Recommendation:

Approval is recommended as this is in close proximity to other live music events approved in the past.

Scott A. Hephner



Chief of Police / Fire Chief

shephner@cityofhillsdale.org

From: Felicia L Ray-Finch [mailto:hillsdalebrewingcompany@yahoo.com]
Sent: Thursday, September 21, 2023 9:43 AM
To: Scott Hephner <shephner@cityofhillsdale.org>
Subject: noise ordanance

I would like a noise variance for our festival we are holding on Friday Oct 13th. Scarecrow Festival will have live music from 5-8pm with probable sound check starting at 4:30 pm.

Felicia L Ray Finch

Hillsdale Brewing Company

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

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Scott Hephner

From: Felicia L Ray-Finch <hillsdalebrewingcompany@yahoo.com>
Sent: Thursday, September 21, 2023 11:15 AM
To: Scott Hephner
Subject: Re: noise ordanance

Howell Street near point/jewelers

Sent from Yahoo Mail for iPhone

On Thursday, September 21, 2023, 10:10 AM, Scott Hephner <shephner@cityofhillsdale.org> wrote:

Good morning Felicia,

Will you please advise on the location of the live music and I will get this written up for council.

Regards,



Scott A Hephner

Scott A Hephner

Chief of Police / City of Hillsdale

97 N. Broad St.

Hillsdale, MI 49242

Office 517 437-6461

City of Hillsdale Agenda Item Summary

Meeting Date: **October 2, 2023**

Agenda Item : **Consent**

SUBJECT: **Hillsdale Brewing Company – Street Use Agreement – Scarecrow Fest**

BACKGROUND: **Michelle Loren, Recreation Director**

Felicia Finch, owner of Hillsdale Brewing Company, submitted a Right of Way Permit in order to hold a street fest (Scarecrow Fest), on October 13, 2023. The event features live music, food stands and various activities in celebration of the fall season.

TCO #2023- was approved by Council at the September 18, 2023 council meeting. A use agreement has been drafted and approved by the City Attorney for Council approval.

RECOMMENDATION:

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

**STREET USE AGREEMENT
HILLSDALE BREWING STATION
Scarecrow Fest
October 13, 2023**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Hillsdale Brewing Company (Felicia Finch), 25 S. Howell Street, 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 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 its public streets to unreasonable risks of harm, as well as to assure that no damage is done to its street facilities.

Hillsdale Brewing Company desires to sponsor and promote an event to which the general public is invited that will provide food and concessions opportunities and musical entertainment as well as other activities. The consumption and possession of alcoholic beverages will be permitted in accordance with the policies of the Historic Hillsdale Refreshment Area. The event is proposed to take place on Howell Street between North and McCollum Streets on October 13, 2023, with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

Hillsdale Brewing Company 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 promote and sponsor. Hillsdale Brewing Company 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 Brewing Company to use Howell Street between North Street and McCollum Street as the site from which it may conduct its proposed event, and Hillsdale Brewing Company has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Hillsdale Brewing Company's promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale Brewing Company to use the following portions of its streets during specified periods on October 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 street to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. Howell Street between North and McCollum Streets for the purpose of preparing for and conducting its proposed event and related activities for the use,

benefit and enjoyment of the general public beginning at 7:00 a.m. and ending at 10:00 p.m. on October 13, 2023; provided, however, that all music, concessions, other entertainment and all other activities shall cease on or before 10:00 p.m. on that date.

2. Hillsdale further agrees that it shall temporarily close Howell Street from North Street to McCollum Street to vehicular traffic on October 13, 2023 by Traffic Control Order No. 2023-43 passed by City Council on September 18, 2023, between the hours set forth for each area in subparagraphs a and b of paragraph 1 of this agreement.

3. Hillsdale Brewing Company 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, the posting of signs, as well as any rule, regulations and requirements others that might be required by any state, county or local statute, ordinance, rule or regulation.

4. Hillsdale Brewing Company further agrees that it 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 it or an applicable governmental agency determines necessary to provide for and to the general public in connection with the proposed event, all at her sole expense.

5. Hillsdale Brewing Company agrees that immediately following the end of the event and at its sole expense, it shall promptly remove or cause the removal of all equipment, tents, signs, tables, chairs, portable toilets, roll-offs, trash, litter and other items from Howell Street pending their removal from the site in accordance with the schedule hereinafter provided. Hillsdale Brewing Company shall notify the Hillsdale City Police and secure its permission to open the street to vehicular traffic before removing the barricades Hillsdale's Police Department placed to block the described portion of Howell 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 for pick up by Hillsdale.

6. Hillsdale Brewing Company further agrees that the removal of all equipment, signs, tables, chairs, trashcans, portable toilets, roll-offs, trash, litter and other items from Howell Street 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 Saturday, October 14, 2023.

7. Hillsdale Brewing Company agrees to abide by all applicable statutes, ordinances, rules and regulations pertaining to the event and to all provisions of this agreement during her occupancy and use of the described portion of Howell Street.

8. Hillsdale Brewing Company acknowledges that there are no public restroom facilities at the site during the time of the scheduled event. Accordingly, Hillsdale Brewing Company represents and agrees that, at its sole expense and as a condition precedent to the commencement of the event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for the scheduled event in full working order and sufficient quantity to accommodate the needs of event participants and the general public.

9. Hillsdale Brewing Company agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the Howell Street or rights of

way that would cause holes or other damage to the pavement without the prior written consent of the Director of Hillsdale's Department of Public Services.

10. Hillsdale Brewing Company agrees that it shall not permit any street other than the described portion of Howell Street to be blocked or obstructed. Further, Hillsdale Brewing Company agrees to and shall confine the proposed event activities solely to Howell Street between North and McCollum Streets.

11. Hillsdale Brewing Company 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 that results from or because of the proposed event, whether real or personal, 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.

12. Hillsdale Brewing Company represents that it is a valid Michigan company 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 the duties and obligations under this contract in a timely and professional manner.

13. Hillsdale Brewing Company 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 event or its 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.

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

15. Hillsdale Brewing Company 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 work under this contract.

16. Hillsdale Brewing Company represents to Hillsdale that it intends to use the described area for the purpose of providing food opportunities, musical entertainment and other similar activities, and that the consumption or possession of alcoholic beverages within the described area will be permitted in accordance with the policies of the Historic Hillsdale Refreshment Area. In reliance on Hillsdale Brewing Company's representations and its other promises, as contained in this agreement, Hillsdale hereby grants and Hillsdale Brewing Company hereby accepts the exclusive control over the described portions of Howell Street and the activities therein, it being the intention of the parties that Hillsdale Brewing Company 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.

17. Hillsdale Brewing Company 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 Brewing Company, 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 the proposed event, its associated activities and events; or

b. The negligence, gross negligence or intentional acts or omissions of Hillsdale Brewing Company, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees in the use of or defects in the areas described in the attached Exhibit A, or the equipment, tents, signs, tables, chairs, port-a-johns, and roll-offs or other facilities placed or used by Hillsdale Brewing Company or any of its agents, servants, employees, guests, vendors, invitees, event participants or event attendees;

c. 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 Brewing Company shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

18. Hillsdale Brewing Company 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.

19. Hillsdale Brewing Company agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale Brewing Company 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 Brewing Company 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 Brewing Company's 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 Brewing Company in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: Hillsdale Brewing Company, 25 N. Hillsdale St., Hillsdale, Michigan 49242.

20. All notices from Hillsdale Brewing Company 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. Howell Street, Hillsdale, Michigan 49242.

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

21. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Hillsdale Brewing Company 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 BREWING COMPANY

Adam Stockford, Mayor

Felicia Finch, Owner
Hillsdale Brewing Company

Dated: October ____, 2023

Dated: October ____, 2023

Katy Price, Clerk

Dated: October ____, 2023

City of Hillsdale Agenda Item Summary

Meeting Date: **October 2, 2023**

Agenda Item: **Consent**

SUBJECT: **Use of Vacant Lot – Alumni Homecoming Celebration**

BACKGROUND: **Michelle Loren, Recreation Director**

Jeffrey Emery, a city resident, has requested the use of a vacant city lot at 120 N. Manning Street, adjacent to his property at 110 N. Manning Street for the purpose of a homecoming celebration on September 23, 2023. Mr. Emery will be providing a tent, tables, chairs, food and beverage. Due to time constraints, this agreement could not be brought before Council for approval prior to the event. City Manager David Mackie reviewed the agreement and signed on behalf of the City.

RECOMMENDATION:

I recommend Council approve the lot closure agreement and authorize the ratified signature by the Mayor.

LOT CLOSURE AGREEMENT
120 N. Manning Street
September 23, 2023

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Jeffrey Emery, 110 N. Manning St., Hillsdale, Michigan 49242.

Preamble

The City owns, regulates and is responsible for the use, care and maintenance of vacant lots within its corporate boundaries and otherwise under its jurisdiction. Jeffrey Emery is desirous of utilizing a vacant lot known as 120 N. Manning Street for and in connection with a college alumni homecoming celebration. Approximately 200 people are expected to attend or participate. The event is to take place on September 23, 2023 and Jeffrey Emery shall have nonexclusive access to the vacant lot commencing at 7:00 a.m. and ending at midnight on that date. Jeffrey Emery shall be solely responsible for the provision of a tent, tables, and chairs for the use of attendees and participants at his sole expense. To that end, Jeffrey Emery will be solely responsible for contracting or otherwise providing any tent, tables and chairs that they intend to use. Jeffrey Emery shall also be solely responsible for the provision of any food and drink for his guests' consumption. Jeffrey Emery shall be solely responsible for live entertainment. Jeffrey Emery shall be solely responsible for the quality and safety of each of the foregoing at his sole expense and on the terms and conditions hereinafter set forth:

Agreement

1. City agrees to allow Jeffrey Emery to use a vacant lot at 120 N. Manning Street on a nonexclusive basis on September 23, 2023 commencing at 7:00 a.m. and ending at midnight on that date solely for the purposes and on the terms and conditions stated in the Preamble and herein, all of which Jeffrey Emery acknowledges, accepts and agrees are binding on him..
2. Jeffrey Emery hereby assumes, agrees to be and shall be solely responsible for the control and supervision of the proposed event and all associated activities within 120 N. Manning Street during the term of the usage agreement.
3. Jeffrey Emery acknowledges that that there are no restroom facilities at 120 N. Manning Street and that the City does not and will not provide tents, tables, chairs or other equipment for use by Jeffrey Emery, his agents, servants, employees, guests, invitees, event attendees or participants during the time of the scheduled event. Jeffrey Emery further acknowledges that he, at his sole expense, shall provide additional portable restroom facilities as are necessary to meet the needs of those in attendance, as well as any a tents, tables, chairs and related equipment as he may require for use during the scheduled event; provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within or adjacent to the lot.
4. Jeffrey Emery agrees that he shall, at his sole expense, remove or cause the removal all portable restroom facilities, tents, tables, chairs and other items that he places or causes to be placed on 120 N. Manning Street as soon as possible following the event but, in no case later than 12:00 p.m. on September 23, 2023. Jeffrey Emery further agrees that he, at his sole expense, is and shall be solely responsible and liable for the repair and

restoration of any damage caused by him and/or his agents, servants, employees, guests, invitees and event attendees and participants to private or public property, or any part thereof, as well as all costs associated therewith.

5. Jeffrey Emery agrees to and shall, at the conclusion of his event and at his sole expense, clean up and remove or cause the cleanup and removal of all garbage, trash, litter and other items that are placed or left in the park by him, his agents, servants, employees, guests, invitees and event attendees and participants.

- A. Jeffrey Emery shall complete or cause the completion of the cleanup and restoration no later than 12:00 p.m. on September 23, 2023 and leave the property in a condition equal to or better than existed immediately prior to his event; provided, that should Jeffrey Emery fail to complete or cause the completion of all such cleanup and restoration as provided herein, the City may, if it so elects, complete the cleanup and restoration at Jeffrey Emery's expense.

- B. In the event the City completes the cleanup and restoration by reason of Jeffrey Emery's failure to do so, Jeffrey Emery agrees and acknowledges his responsibility and liability for the payment of an amount equal to the labor and equipment costs that the City incurs in completing or contracting for the cleanup and restoration of the property to a condition that is equal to that which existed immediately prior to the event, plus an administrative charge of 10%. Jeffrey Emery hereby agrees to promptly pay any deficiency.

6. Jeffrey Emery represents that the name, address and telephone number of his authorized representatives are as follows:

Jeffrey Emery

Address: 110 N. Manning Street
Hillsdale, MI 49242

Telephone Number: 517-398-1679

7. At the time of execution of this Agreement and as a condition precedent to its effectiveness, Jeffrey Emery shall provide City with proof of public liability and property damage insurance with a single limit of liability for bodily injury and property damage of not less than Five Hundred Thousand and 00/100 (\$500,000.00 each), with City designated therein as a named insured.
8. Jeffrey Emery agrees to and shall defend, indemnify and hold City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses resulting from actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature that are or are claimed to be a proximate result of the Jeffrey Emery's negligence, gross negligence or intentional acts or omissions and/or the negligence, gross negligence or intentional acts or omissions of his agents, servants, employees, guests, invitees, event attendees or participants that occur because of, during, or that otherwise arise or are claimed to have arisen as a result of Jeffrey Emery's use of such reserved area and/or the use of any portable restroom facilities, tents, tables, chairs, other equipment, food or drink placed or provided by Jeffrey Emery or any of his agents, servants, employees, guests, invitees, event attendees

or participants, whether or not such damages or injuries, including death, are claimed or proven to have been caused in part by the alleged or actual negligence, gross negligence or intentional acts or omissions of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Jeffrey Emery shall not be obligated to indemnify the City of Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence, gross negligence or intentional acts or omissions of the City of Hillsdale, its employees, agents, servants, or representatives.

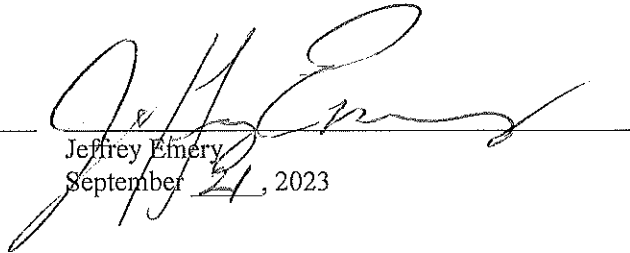
9. Jeffrey Emery further represents and covenants that he does not discriminate against any employee or applicant for employment, and shall not discriminate against any member of the general public that will participate in the event it is staging under the agreement or any other member of the public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

CITY OF HILLSDALE

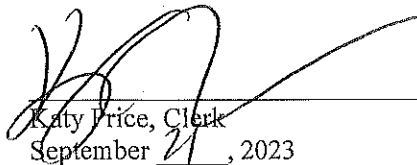
JEFFREY EMERY



David Mackie, City Manager
September 22, 2023



Jeffrey Emery
September 21, 2023

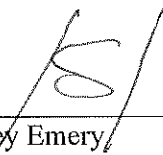


Katy Price, Clerk
September 21, 2023

Signature approved for ratification of above agreement by City Council on October 2, 2023.

CITY OF HILLSDALE

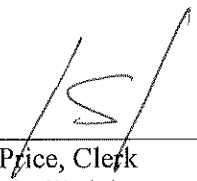
Adam Stockford, Mayor
City of Hillsdale



Jeffrey Emery

Dated: October ____, 2023

Dated: September ____, 2023



Katy Price, Clerk
City of Hillsdale

Dated: September ____, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC P.O. Box 4907 Greensboro, NC 27404	CONTACT NAME		
	PHONE (A/C No, Ext):	FAX (A/C No):	
	EMAIL ADDRESS:		
INSURED JEFFREY EMERY 110 N MANNING ST HILLSDALE, MI 49242	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance Company		25895
	INSUREB B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SE 1092804	09/23/2023	09/25/2023	EACH OCCURENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$2,000,000			
	AUTOMOBILE LIABILITY						PRODUCTS-COMP/OP AGG	See L-535
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
A	Liquor Liability			SE 1092804	09/23/2023	09/25/2023	LIQ EA COMMON CAUSE	\$1,000,000
							LIQUOR AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Hillsdale
 97 N Broad St
 Hillsdale, MI 49242

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

16TH ANNUAL

Walk of Remembrance



*Remembering
Lives Gone
Too Soon*

Sunday, October 15, 1 pm

Owens Park Pavilion, Baw Beese Lake

If you would like to participate in this year's ceremony, please RSVP to either Hillary Zimmerman or Brittany Schutte at (517) 437-5280 by October 13 at noon. Each participant will have their loved one's name listed in the program and receive a red rose in their honor.



Dr. Alfred K. Bediako
Birthing Center

(517) 437-5280
hillsdalehospital.com



Mitchell Research Center Newsletter

PRESIDENT'S REPORT

COMING SOON!!!

If you have driven by the Mitchell Research Center lately you probably noticed the front doors are missing. They were taken down to be restored and preserved. We are excited to report they are almost ready to be rehung and to welcome visitors into the future. We want to thank everyone that donated to the front door project. We also extend a big Thank You to the Eicher family for taking on the challenge of restoring the doors.



22 N. Manning St
Hillsdale, MI 49242

Phone 517-437-6488

www.mitchellresearchcenter.org

Hours Monday thru Thursday
10 am to 4 pm

FAIR TIME



Top: Merchant Building
Bottom: Fair Midway



1914 Fair

A Stone Mason Salute!

John and Toni McCormick spent their earlier years in the “big City” – Detroit - area, always hoping to “grow old” with a little more land around them. Grand Rapids became a possibility but was never quite “grand” enough.

Then they went to visit some friends in Hillsdale County... Reading to be exact... And they fell in love with the Reading/Allen area. Toni was one of the founders of Metro Times based in Detroit and had gotten to know some people in the Hillsdale area through her work. She would become extremely helpful with various Historical Society and Mitchell Research Center projects, such as the Ghost Walk books and newsletters.

In the 1990s, with the Poorhouse in need of masonry attention, long-time member and former president Phil Wilson commented at a Board meeting that he knew of a stone mason who “would be good at working on the Poorhouse...” and asked if he should contact him. And the rest, as they say, is history!

For years, John worked on the Poorhouse whenever it needed attention, he worked on chimneys of the Keefer Hotel, as well as a couple of my own downtown building restoration projects, plus a number of other Hillsdale buildings and several stone-work projects. Some examples of these are shown here.

Although now retired, the work of John and Toni McCormick remains a vital and enormous gift to our community! Thank you both!



Oak Grove Cemetery



Mitchell Research Center



106 N. Broad Street



Carol Lackey

The Poor House



Keefer Hotel

JULIA AUGUSTUS POND

When a fine gift of research is given, one cannot count the immense value in dollars and cents! Such was the gift of the research given by the family of Edith Ash of Osseo.

When Mrs. Julia Augustus Pond was appointed to the Board of the World's Fair Managers for Michigan in 1893, she was often described as one of Hillsdale's more colorful characters. Always ready for an adventure, Julia quickly became greatly known for the excellent work she did at that World's Fair.

Initially, the Hillsdale Standard stated that "the sixth name on the (Michigan) list is Mrs. Julia A. Pond of Hillsdale and no one seems to know why she is on the list!" The Jackson Citizen Patriot went one step further stating, "The two women on the committee appear to have been chosen at random as neither is known to possess any special qualifications and have never been prominent in state affairs."

The Standard reported that Julia "was assigned to supervise exhibits of sculpture, paintings and engraving, decorative design, jewelry, music and musical instruments." "Mrs. Pond was also assigned to appoint auxiliary and county committee for the third and fourth Congressional Districts. Those Committees were to disseminate information and collect exhibits."

Born Julia Augustus McCarty in New York in 1835, she came with her father, Dr. McCarty, when he came to Hillsdale in favor of the College moving here. After her father's demise, she lived at 3 N. Manning, on the corner of Manning and Bacon Streets, with her son and mother, and ran "a school for little learners" which opened in 1885.

Known as an adventuresome soul, one of her greatest claims to fame was her desire to see the Rocky Mountains unobstructed, so had herself strapped to an easy chair on the cowcatcher of a steam locomotive for a ride through the mountains. Her comment: "'Twas wonderful!"

Julia was also a volunteer who helped raise funds for the benefit of the Oak Grove Cemetery shortly after the burial there of her 19-year-old son, Louie, following a year long mystery illness. The Tragic Temperance Tale was written by Julia Augusta Pond, with each word starting with the letter "T" and sold to the public for the upkeep of the cemetery. Julia died in 1927, at the age of 92 years, and is said to be buried at Oak Grove in one of the majestic gowns she wore while working on the Board of World's Fair Managers for Michigan in 1893.



Hillsdale Alumni Magazines (1924-2015), October 01, 1930

Art Windows a Gift

A very beautiful set of stained art windows of Tiffany design have just been put in the north end of President William Gear Spencer's office, making the whole room very unusual and striking.

The windows were prize winners at the World's Fair in Chicago in 1893 and were given Mrs. Julia A. Pond, at the time a very influential Hillsdale woman. Mrs. Pond was a Woman's Commissioner from Michigan and was in attendance at the Michigan building on the fair grounds during the entire season of the fair. Upon her death her entire estate went to her cousin, Charles Windsor, of Ontario, Canada, who gave many of her things to the Woman's Benevolent Society of Hillsdale, of which Mrs. Alexander Stock is president. Mrs. Stock received permission from Mr. Windsor to donate the windows to the college and they are soon to have Mrs. Pond's name inscribed on them in memory of the beautiful gift.

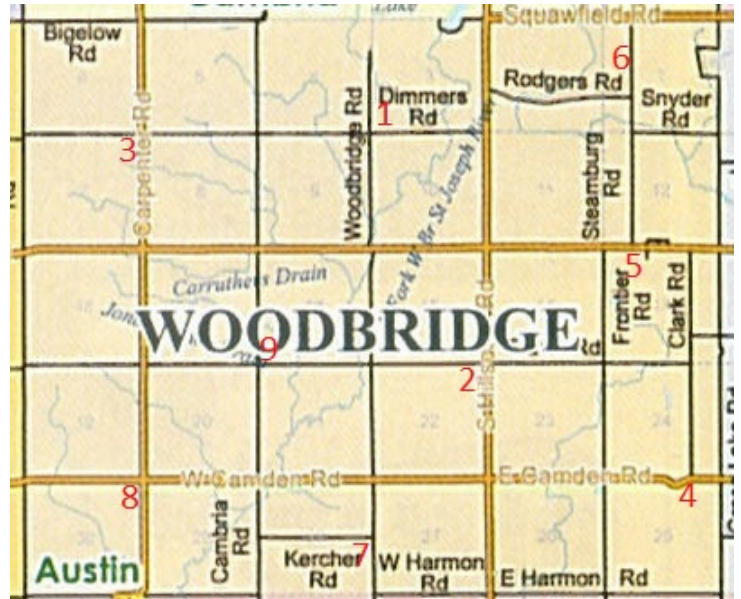




Woodbridge Twp. Hillsdale Co. MI

One Room Schools

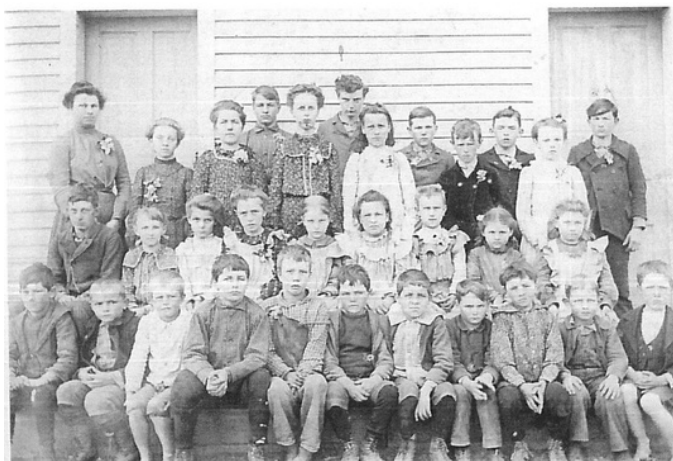
1. Bell School - N.E Corner of Dimmers & Woodbridge Rds.
2. Brodock School - S.W. Corner of Burt & Hillsdale Rds.
3. Divine School - S.W. Corner of Carpenter & Dimmers Rds.
4. East Maple Grove School - S. side of Camden Rd. end of Clark Rd.
5. Frontier High School - Village of Frontier
6. Fuller School - W. side of Steamburg Rd. S. of Squawfield Rd.
7. Tamarack School - S.W. Corner of Woodbridge Rd & Kercher Rd.
8. West Maple Grove School - S.W. Corner of Carpenter & Camden Rds.
9. Union School - N.E. Corner of Cambria & Burt Rds.



FRONTIER SCHOOL — Students now go by bus to the Camden. Frontier School west of the town, five miles.

Frontier School House Fire.
 Fire broke out in the basement of the new school house at Frontier last Thursday afternoon. Happily all of the scholars got out without injury. By the untiring exertion of the many present the fire was put out with considerable damage to the house. —The fire seems to have caught in the ceiling above the furnace. The loss is covered by insurance. School will commence again as soon as the necessary repairs can be made. Had the fire occurred a few hours later the house would doubtless have been destroyed.

Four of the five members of the Frontier High School class of 1914 met at the home of Ruth Carpenter Dohm recently for a class reunion. Members present included (left to right) Ruth Dohm, Roy Tasker, Flossie Fowler Dickey and (standing) Marie Huith Rogers. Numerous members of the freshman class of 16 dropped out after two years as this was the first class to have a four-year class offering. The class of 1914 was also the first class to have caps and gowns for graduation. This was the second time the class had gathered, the first being in 1929.



West Maple Grove School, Camden, around 1901. Students are, back row, from left, Fred Crowe, Clifford Moore, Whitney Moore, Fred Ewing, Arthur Jenkins. Second row, from left, Lelah Savage Coon, teacher, Winnie Wheeler, Eva May, Myrtle Spittler, Mary Cartwright, Burr Nixon, Nellie Nixon. Third row, from left, Earl Newell, Bessie Nixon, Lottie Cartwright, Grace May, Bertha Moore, Fern Woodring, Jay Helleck, Georgia Wheler, Bertha Jenkins. Front row, from left, Alton Cartwright, Roy Ennis, Kenneth May, unknown student, Jese Woodring, Harley Jenkins, (unknown first name) Cox, Asa Potter.

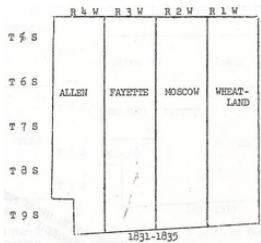
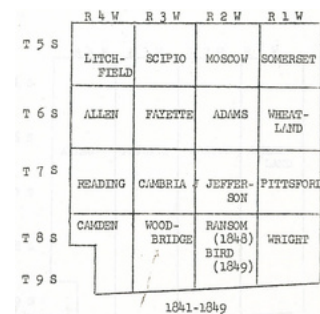
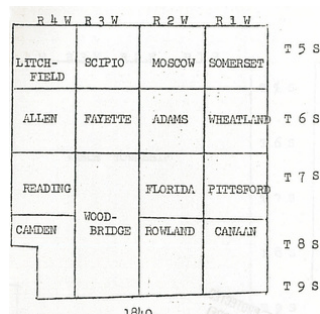
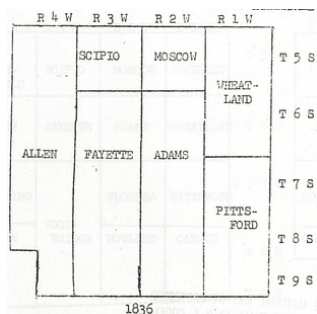
The History of Hillsdale County

In 1787 Michigan became part of the Northwest Territory. On August 29, 1821 a treaty was signed with the Pottowattomies giving this area to the U.S. Government. In 1825 a survey crew was sent to survey the Chicago Road. On this crew was Captain Moses Allen who in 1827 brought his family to settle in what became Allen.

On November 16, 1829 Hillsdale & Lenawee Counties were known as the Township of Vance. On February 11, 1835 Hillsdale was organized as a county with the county seat being established on February 16, 1835 at Jonesville. Hillsdale consisted of four townships. These four townships were organized on March 17, 1835 with the names of Allen, Fayette, Moscow, and Wheatland. Beginning in 1836 the four townships began to be split up into other townships. Scipio, Adams and Pittsford on March 23 1836. On March 11, 1837 Florida, Litchfield, and Reading were added. Somerset quickly followed on March 20, 1837. Canaan was organized on March 6, 1838 On March 21 1839 Camden was established followed by Woodbridge and Rowland on January 28 1840. Cambria was added on March 15, 1841. Amboy Township was formed in 1850 as the result of the Toledo War.

On January 30 1843 Hillsdale became the county seat after a battle with Jonesville for the honor. Hillsdale Township was formed from Fayette Township in 1858.

The first census for Hillsdale County was taken in 1830. There was a total of 75 people living here. In 1933 there was a total of 4,289 farms that covered 597 square miles. This is more that 97% of the entire county. Only 4% of them were under ten acres. Another interesting fact is that 54% of the farms are free of mortgage debt.



Accession Report

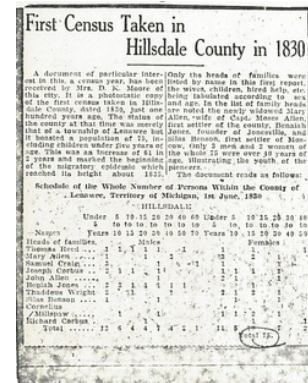
April - August 2023

- One room school records
- Paulding Co. Ohio obituaries and marriages 1839-1902
- Skirmisher Yearbook 1926
- Numerous postcards
- Stocks photos and glass negatives
- 100 Year History of HCHC 1915-2015
- Scrapbook of Zela Maria Brown
- Log of Minister Isaiah Martin of the Wesleyan Methodist Church and church marriage records May 18, 1875 to August 11, 1887

Mitchell Research Center would like to thank:

- Mr. and Mrs. Mark Kies
- Mr. & Mrs. David McConnell
- Ms. Mary Lint
- Ms. Norma Hickok

These maps can be found on our web page photo gallery for better viewing



HOW TO BECOME A MEMBER OF THE MITCHELL RESEARCH CENTER

Membership forms can be picked up at the research center during open hours.

Membership forms can also be found on our website under the VISIT US tab at:
www.mitchellresearchcenter.org

HOW YOU CAN DONATE TO THE MITCHELL RESEARCH CENTER

Mitchell Research Center is a nonprofit organization (501c3) that welcomes donations for the ongoing operations of preserving the history of Hillsdale County and surrounding area. Here is how you can help.

- 1) Cash donation or write a check to Friends of MRC and mail it to us at 22. N Manning St., Hillsdale, MI 49242
- 2) Through estate planning by writing a donation into your will.
- 3) We have an account set up at Edward Jones. A check made out to Edward Jones with a note; **for Friends of Mitchell Research Center** can be sent to: Edward Jones 101 Hillsdale St., Hillsdale, MI 49242 Att: Sam Waldvogel

VOLUNTEER at the MITCHELL RESEARCH CENTER

Do you enjoy history?

Do you want to learn more about your genealogy?

Please volunteer at the historic Mitchell Research Center!!

You will be oriented to the facilities, processes and procedures, as well as learn about your community!

Work hours are negotiable, from 2 to 6 hours

Monday through Thursday

Information

President - Carol Lackey
Vice President - Lori Zeiler
Secretary - Norene Trott
Treasurer - Richard Jones

WELCOME NEW MEMBERS

Ed and Molly Sumnar

ACTIVITIES

Visitors: 186

Web Visits: 849

Volunteer Hours: 2,401

Research Projects: 22

Like us on Facebook

Things to Donate

- Hillsdale County School Year Books
- Old Photos with Place and People Identified
- Old Plat Maps
- Family Genealogies
- Old Business Records
- Township Histories
- Old School Records & Class Photos
- Real Estate Abstracts
- Birth, Marriage, and Death Certificates
- Family Bible Inscription Pages
- Diaries
- Old Postcards

HISTORIC STEAM ENGINE IN DOWNTOWN HILLSDALE!

October 7 & 8

11:30AM - 3 PM

SOUTH OF MONROE STREET.

Featuring:

- **FOOD TRUCKS**
- **OCT 7: HILLSDALE COUNTY FARMERS MARKET**
- **OCT 8: ARTWORKS FREE ART SHOW AT DAWN THEATER**
- **LOCAL BUSINESSES OPEN FOR DINING AND SHOPPING!**

& More!





Citywide Hydrant Flushing to Begin Oct. 1, 2023

HILLSDALE, Mich. — The Hillsdale Board of Public Utilities will begin its fall hydrant flushing program on Sunday, Oct. 1, 2023.

Crews will flush hydrants daily from 8 a.m. to 2 a.m. the next day, until the flushing program has been completed. Flushing the entire system is expected to take about a week.

What does “hydrant flushing” mean?

The hydrant network provides fire protection to homes and businesses. Keeping each hydrant in proper working order calls for regular maintenance. Each spring and fall, BPU performs a preventative action known as hydrant flushing, which verifies the system has adequate water flow. It also serves a secondary purpose in removing sediment that naturally accumulates in water mains. Flushing it out of the system helps uphold the high water standards the city strives to maintain.

Will I see a drop in water pressure due to the flushing?

Most customers will not see a drop in water pressure. If a change in water pressure occurs, it usually lasts for only a short time.

Will hydrant flushing in my area cause cloudiness or sediment in my water?

The flushing process can stir up sediments and minerals in the water mains, which could occasionally result in some short-term cloudy or rust-colored water conditions. The temporary discoloration only affects the appearance of the water and does not pose any health risk. If you experience discolored water, flushing cold water from the tap for a few minutes until the water is clear again should alleviate this condition.

When will you flush the hydrant near my home or business?

Due to crews working in multiple areas, it is not possible to provide a detailed schedule of when each hydrant will be flushed.

Any questions or concerns regarding hydrant flushing can be directed to the Hillsdale Board of Public Utilities by calling (517) 437-3387.



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

September 8, 2023

Municipal Code: 302010

City of Hillsdale
NFIRS Code: 03003
dmackie@cityofhillsdale.org

Subject: MI Fire Equipment Grant Letter of Approval

Dear David Mackie:

The MI Fire Equipment Grant has been established to provide funding for the purchase of fire equipment for our part time, on call, or volunteer firefighters. Under the state's [fiscal year 2022-23 budget, Section 801](#), the Michigan Department of Treasury was appropriated \$12,000,000 to establish and operate a grant program to qualified local units of government to assist fire departments. Grant awards are not to exceed \$10,000 for qualified local governments.

Upon review of the City of Hillsdale MI Fire Equipment Grant Application (Form 5874), City of Hillsdale has been **approved** for a grant award under the MI Fire Equipment Grant Program as listed below:

- **Approved Award: \$10,000**

Grant awardees that have already submitted supporting documentation for eligible expenditures will be reviewed for reimbursement.

Grant awardees that have not already submitted requests for reimbursement will need to submit documentation of eligible expenses incurred on or after August 1, 2022, using [Form 6040-MI Fire Grant Program Reimbursement Request](#) to Treas-MIFireGrant@michigan.gov.

Requests for reimbursement should be submitted by September 30, 2023. Requests for reimbursement received after this date will be subject to available funds.

Funds will be disbursed utilizing the State of Michigan's [Sigma Vendor Self Service \(VSS\)](#) system upon receipt of all required documentation.

If you have any questions or require further assistance, please do not hesitate to contact the MI Fire Equipment Grant team at Treasury-MIFireGrant@michigan.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kevin A. Smith".

Kevin A. Smith, Deputy Treasurer
State and Local Finance
Michigan Department of Treasury

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023

Agenda Item: Old Business

SUBJECT: Corecoyle Composites, LLC – IFE Agreement Compliance

BACKGROUND PROVIDED BY: Sam Fry, Marketing and Econ. Development Coordinator

On January 4, 2016, Council adopted Resolution #3258 to establish a Plant Rehabilitation District encompassing the property located at 221 Industrial Drive, which had been vacant for approximately 10 years. The property was purchased by Two2One, LLC on December 15, 2016, for occupation by Corecoyle Composites, LLC. On July 26, 2017, Corecoyle Composites, LLC submitted an application for an Industrial Facilities Tax Exemption (IFE) Certificate for their rehabilitation project, started March 1, 2017 with a projected end date of December 15, 2020. The total cost of the building and improvements reported by the applicant was \$1,308,638. On September 5, 2017, Council adopted Resolution #3319 approving the application. Certificate 2017-181 was issued on December 12, 2017, by the State Tax Commission with an expiration date of December 30, 2032.

On October 3, 2022, City staff recommended Council pass a resolution revoking Industrial Facilities Exemption Certificate 2017-181, and, upon receipt of an order from the State Tax Commission revoking the Certificate, invoke the clawback provision contained in the IFE Agreement between the City of Hillsdale and Corecoyle Composites, LLC. This was recommended by staff because Corecoyle Composites, LLC had not started operation and production, nor hired employees, as of that time.

At the Oct. 3, 2022 regular Council meeting, Council did not pass a resolution revoking the Certificate, and instead opted to grant Corecoyle Composites, LLC one additional calendar year to fulfil the conditions of the IFE Agreement between the City of Hillsdale and Corecoyle Composites, LLC.

City staff recently contacted Mr. Drew Homovec, managing member of Corecoyle Composites, LLC, and requested he provide a written update documenting his compliance with the conditions of the IFE Agreement. Attached for Council review Mr. Homovec's response.

RECOMMENDATION:

Council determine whether Certificate 2017-181 should be revoked and direct City staff accordingly. If Council determines the Certificate should be revoked, a resolution to that effect can be prepared for adoption at the Oct. 16, 2023 Council meeting.



Manufacturing Operations

and Warehouse

221 Industrial Drive

Hillsdale, MI 49242

City of Hillsdale

97 N Broad Street
Hillsdale, MI 49242

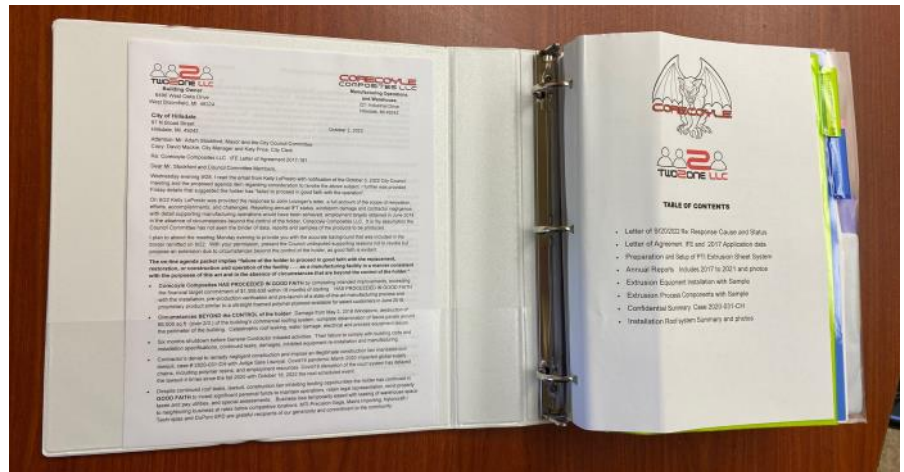
Attention: Mr. David Mackie, City Manager
Copy: Mr. Sam Fry, Marketing & Economic Development Coordinator

September 12, 2023

Re: **Corecoyle Composites LLC IFE Letter of Agreement 2017-181**

Gentlemen,

Mr. Fry asked that I provide an update pertaining to the IFE agreement between Corecoyle Composites LLC and the City of Hillsdale. Newly appointed to his position, Mr. Fry is unaware of the supporting documentation provided last year. I am therefore submitting the following recap and current status. In October 2022 a 3 inch, 3-ring binder was produced for presentation to City Council Members that contained documentation supporting the applicant, Corecoyle Composites, LLC and the compliance to the IFE terms and more. I don't believe resubmitting this binder is necessary but available.



The key points supporting compliance to agreement are as follows:

- **The accepted and signed IFT agreement paragraph 5, and 5e, reference and clearly state the applicant is compliant when "conditions beyond the control of the Company" might impair the Companies ability to meet or maintain its promised**
- **and 5e, compliance provided the Company makes good faith effort to continue operating at 221 Industrial Dr.**
- **May 2, 2018 Extreme wind storm caused extensive damage to 221 Industrial Drive factory. Circumstances BEYOND the CONTROL of the holder. Damage required replacement of 66,000 sq.ft (over 2/3) of the building's roofing system, and complete reconstruction of the perimeter of the building and fascia panels. Catastrophic roof leaking, water damage, electrical and production process equipment repair and re-alignment.**
- **Construction Contractor installation negligence in 2018 resulting in leaks other damages and code violations. The restoration project is NOT completed, not approved, and requires a complete new roof system.**
- **Construction Contractor filed illegitimate lien January 15, 2019 and attempted to foreclose in January 2020.**
- **Corecoyle Composites HAS PROCEEDED IN GOOD FAITH** by completing intended improvements, exceeding the financial target commitment of \$1,308,638 within 18 months of starting. **HAS PROCEEDED IN GOOD FAITH** with the installation, pre-production verification and pre-launch of a state-of-the-art manufacturing process. This proprietary product similar to a ultralight foamed polymer plywood would have been available for select customers in June 2018.

- The Hillsdale Register of Deeds office's recorded an illegitimate construction lien on the building Corecoyle Composites intends occupying, hiring employment and manufacturing product. The lien was recorded 1/15/2019 without fully verifying the authenticity, accuracy, nor the inclusion of required supporting documents. Since January 2019 the lien has impeded the project and **beyond the control of the IFT applicant**.
- Contractor's denial to remedy negligent construction and impose an illegitimate construction lien mandated civil lawsuit, case # 2020-031-CH. March 2020 pandemic impacted global supply chains, including polymer resins, and employment resources. Covid19 disruption of the local court system and other issues delayed the lawsuit 6 times since the fall of 2020. Arbitration sessions have recently ended, closure anticipated on or before the end of Q4 2023.
- Despite continued roof leaks, lawsuit, construction lien inhibiting lending opportunities, the holder has continued in **GOOD FAITH** to invest significant personal funds to maintain operations, retain legal representation, remit property taxes and pay utilities, and special assessments **for continued operation at 221 Industrial Drive**.
- Employment opportunities at the 221 Industrial Drive location have been continuously provided since 2020 with the offering of temporary warehouse space to neighboring business. Daily activity supporting supply chain requirements has employed 6 to 12 persons who would not have been needed without the offered warehouse areas.
- Despite the financial limitations, the holder of the IFE agreement presses forward, in good faith, towards the favorable settlement later this year. To be clear, the lawsuit, the slander of title and fraudulent lien were filed to harass me, the building owner, and my businesses. The roof installer had been paid in full. The lien filed by general contractor contained fraudulent expenses, fabricated claims of denied payment by the insurance carrier. Recent testimony has exposed an elaborate scheme of misrepresentation and fraud by the contractors.
- The replacement of the roof system, correctly and to building code, including required repairs to property and damages are to proceed following case closure and award of settlement. The inability of launching production is due to construction negligence and the lien. Both have been verified in this case, undisputed, including the delayed litigation and restricted lending opportunities. This cause of delayed manufacturing and loss of local employment opportunities are **circumstances beyond the control of Corecoyle Composites, LLC**.

A final word: Corecoyle Composites is and has been ready to proceed with manufacturing in a manner consistent with the terms of the IFE agreement. We have the necessary candidate sources to supply polymer resins and proprietary process additives for production. We have lending opportunities eager to participate once a full waiver of lien is recorded. Our loyal group of strategic customers are awaiting samples for implementation into their structural components and assemblies. The anticipated end to our brutal struggles, delays and frustrations is near. With the waiver of the construction lien, funding and working capital restored, the roof leaks eliminated, we will resume hiring, manufacturing and our continued commitment to the IFE agreement. This unfortunate situation has not been a failure to proceed in good faith, rather it's a well documented crippling series of events, delays and **circumstances beyond the control of the holder**.

I ask you share this with the Hillsdale City Council. Thank you for your support and look forward to your favorable reply.

Very truly yours,



Drew Homovec,
Managing Member

Corecoyle Composites LLC

INDUSTRIAL FACILITIES EXEMPTION (IFE) CERTIFICATE – LETTER OF AGREEMENT

P.A. 334 OF 1993

This Agreement between Corecoyle Composites LLC (the Company) and the City of Hillsdale (Hillsdale) is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of the IFE requested by the Company's application received by the City Clerk July 26, 2017, the Company understands that through its investment of \$1,308,638 for rehabilitation of the obsolete facility located at 221 Industrial Drive, and the City of Hillsdale ("221 Industrial Drive") by its investment of the IFE, are mutually investing in and benefitting from this economic development project, and, furthermore, agree to the following:

1. The number of new jobs created or existing jobs retained by the Company will be no fewer than the number set forth in the application. The number of jobs created by the Company shall include persons employed by the Company, its affiliates, contractors, co-tenants and other occupants of 221 Industrial Drive. Employed persons will include persons who are direct employees, independent contractors, leased employees and/or employees retained through staffing services.
2. The Company will accomplish the creation and/or retention of such jobs through the construction and/or expansion project described in the Application.
3. The Company will pay all taxes on taxable personal or real property to which the IFE is applicable when and as due (which shall not be construed as a limitation or prohibition on Company filing an appropriate challenge, claim or appeal as it relates to assessed value, taxable value, method of valuation, classification or any other matter as may be provided for under Michigan law).
4. The Company will provide Hillsdale with written reports verifying that the terms of the agreement have been and continue to be met until expiration of the Certificate. The report shall contain the following information:
 - a. In the first year following issuance of the certificate, if any existing jobs were identified on the application, the nature, number and extent, including pay rates and benefits of the existing jobs as of the date of application.
 - b. Upon completion of the project, the actual cost of the project. If the actual project costs differ substantially from the project costs represented or projected in the application, a statement detailing and explaining the divergence and setting forth the reasons and cash amount thereof. [NOTE: FOR PURPOSES OF THIS SUBSECTION E "DIFFER SUBSTANTIALLY" SHALL MEAN A DIVERGENCE OF 10% OR MORE.] The actual cost of the project shall include all improvements to the 221 Industrial Drive, whether made by or for the Company or any affiliate, contractor, cotenant or other user or occupant of 221 Industrial Drive.
 - c. Annually by January 31 of each year for which the Certificate remains in effect, the nature, number and extent, including pay rates and benefits, of existing jobs as of December 31 of the prior year. If the projection for the creation and/or retention of jobs was not reached, a detailed statement of the shortfall or failure and the reasons for such shortfall or failure shall be included.
5. Each of the parties to this agreement acknowledge that certain economic conditions beyond the control of the Company might impair the Company's ability to meet or maintain its promised increased employment levels within the Company's Hillsdale facility and/or the maintenance of its present employment levels in said facility, or its ability to meet its other promises and covenants to Hillsdale under this Agreement.
 - a. In the event such conditions exist at the time of any reports required to be provided by the Company to Hillsdale pursuant to this Agreement, the Company shall provide detailed information and documentation of the circumstances claimed to account for any default in or other failure to meet any of its promises or covenants to Hillsdale under this Agreement.
 - b. After receipt of such information, Hillsdale shall notify the Company in writing as to whether Hillsdale intends to find the Company in default under this Agreement.

- c. Upon receipt of written notice of any alleged default under this Agreement delivered to the Company in person or by certified mail, return receipt requested, at the address set forth above, Company shall have not less than thirty (30) days to cure the default.
 - d. It is acknowledged by the parties that the Company will make improvements to 221 Industrial Drive on an as needed basis to support the business and operational requirements of the Company. The Company will make such improvements as economically as possible by value-engineering, seeking competitive bids and by self-performing certain improvements where possible. In addition, the Company may elect to postpone certain improvements and/or to make repairs to certain components of 221 Industrial Drive to extend useful life, rather than fully replacing such components (most notably the roof). The Company will not be deemed in default of this agreement for failing to spend on improvements the amount set forth in the application, provided the Company makes such improvements as are necessary for the Company to reasonably operate its business.
 - e. It is acknowledged by the parties that the expected number of jobs set forth in the application is based on projections of future business activities of the Company. It is further acknowledged that the actual number of jobs created could vary from the number set forth in the application as a result of a host of factors including without limitation increased productivity, automation, sales fluctuations, outside competition, declining demand, declining profitability and industry changes. The Company will not be deemed in default of this agreement for failing to create and maintain the number of jobs set forth in the application, provided the Company makes a good faith effort continue operating the Company at 221 Industrial Drive.
6. As specific inducement to Hillsdale to grant the IFE and as part of the consideration therefore, the Company agrees to maintain the facility for which the IFE is requested within the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, unless such industrial development district or plant rehabilitation district is expanded, in which case the facility, or any portion thereof, may be maintained within that expanded district. If the Company relocates the facility during the period the IFE is in effect to a location that is outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, the Company acknowledges and agrees that it shall be liable to and shall forthwith pay Hillsdale an amount that is equal to the difference between the industrial facilities tax to be paid by the Company for the tax years remaining under the IFE that is in effect and the general ad valorem property tax that the Company would have paid if the Company did not have the IFE in effect for those years; provided, however, that the Company shall only be liable for payment of taxes on personal property in those tax years that the ad valorem personal property tax is in effect in the State of Michigan; provided, further, that in the event of the Company's relocation of the facility outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, Hillsdale may forgive the Company's tax liability if Hillsdale determines that it is in its best interest to do so.
7. Should the Company default under this Agreement or fail to remain in operation in Hillsdale, Hillsdale may, but shall not be required to, request that the State Tax Commission revoke the remaining term of the IFE and seek to enforce all remedies at law that Hillsdale may have available to it.
 - a. In the event the State Tax Commission revokes the IFE prior to the IFE expiring, the Company agrees to reimburse Hillsdale and all affected taxing jurisdictions the full amount of the taxes, whether real or personal property in nature, that would actually have been abated during the term that the IFE was actually in effect, plus interest of 1% over the adjusted prime rate as determined by the Michigan Department of Treasury under MCL 205.737, section 37(4) of the Tax Tribunal Act PA 186 of 1973; to wit: After June 30, 2012, interest shall accrue at 1 percentage point above the adjusted prime rate. As used in this section, "adjusted prime rate" means the average predominant prime rate quoted by not fewer than 3 commercial banks to large businesses, as determined by the Department of Treasury. The Company shall be liable for reimbursement of taxes on personal property only for those years that the ad valorem personal property tax is in effect in the State of Michigan.
 - b. The transfer to another entity of the facility, or a portion thereof, alone shall not constitute failure to remain in operation under this Agreement so long as the transfer certificate transferring all or a portion of the IFE to the other entity is approved by Hillsdale and the State Tax Commission.
8. Hillsdale agrees to supply the Company at the Hillsdale location described in its application for an IFE during the term of such IFE with the full range of municipal services as are offered by it to its industrial citizens on such rates and terms as are then approved and declared effective by Hillsdale's City Council.

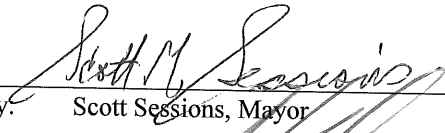
This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

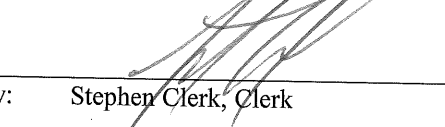
IN WITNESS WHEREOF the parties hereto have set their hands and seals.

(Signatures on following pages)

Witnessed by: CITY OF HILLSDALE



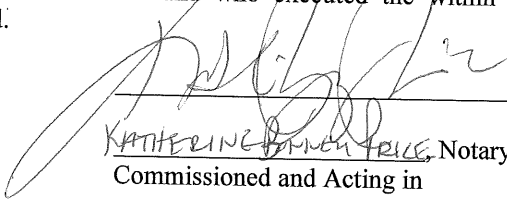

By: Scott Sessions, Mayor


By: Stephen Clerk, Clerk

STATE OF MICHIGAN)
) ss:
County OF Hillsdale)

On this 25 day of OCTOBER 2017 before me a Notary Public within and for said County and State, personally appeared Scott Sessions, Mayor of the City of Hillsdale, and Stephen French, Clerk of the City of Hillsdale, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

KATHERINE BONNEY PRICE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires June 1, 2019
Acting in the County of Hillsdale


KATHERINE BONNEY PRICE, Notary Public
Commissioned and Acting in

JUNE 01, 2019 County, Michigan
My commission expires:

Witnessed by:

Mary Hoffman

COMPANY: CORECOYLE COMPOSITES LLC

Drew Homovec
(signature)

By: DREW HOMOVEC
(print name)

Its: Managing Member

STATE OF MICHIGAN)
) ss:
County of Hillsdale)

On this 25 day of OCTOBER 2017 before me a Notary Public within and for said County and State, personally came the above named Drew Homovec to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Katherine Bonney Price
KATHERINE BONNEY PRICE Notary Public
Commissioned and Acting in

KATHERINE BONNEY PRICE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HILLSDALE
My Commission Expires June 1, 2019
Acting in the County of Hillsdale

JUNE 01, 2019 County, Michigan
My commission expires:

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023
Agenda Item: Old Business
Subject: Extension of Traffic Control Order 2023-29

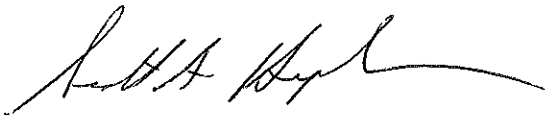
Background:

Temporary Traffic Control Order 2023-29 was issued on 7-13-2023 making a “Four Way Stop” at the intersection of N. West Street and Fayette Street by adding stop signs to north bound and south bound N. West Street. This TCO expires on 10-13-2023 unless extended by council. Our intent is to extend the Temporary TCO until May 1, 2024 for an evaluation period covering the winter in regards to north bound traffic.

Recommendation:

The extension of TCO 2023-29 until May 1, 2024 is recommended.

Scott A. Hephner



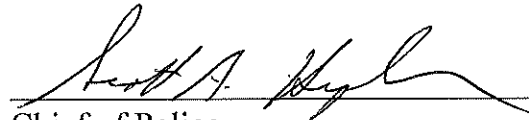
Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2023-29
(Temporary)

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

Stop signs will be placed on **N. West Street** for **both northbound and southbound** traffic at the **intersection of Fayette Street**. **“Four Way Stop” signs** will be added for all directions.

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



Chief of Police

07/13/2023

Date

Received for filing in the office of the City Clerk at _____ p.m. on the _____ day of _____, 2023.

City Clerk

Date

RESOLUTION #_____

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

Passed in open Council this _____ day of _____, 2023.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023

Agenda Item: Old Business

SUBJECT: Keefer House Hotel, LLC OPRA Resolution Amendment Request

BACKGROUND PROVIDED BY: Sam Fry, Marketing and Econ. Development Coordinator

On April 1, 2019, the City of Hillsdale approved Resolution #3372, which granted Keefer House Hotel, LLC an Obsolete Property Rehabilitation Exemption Certificate for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, for a period of 12 years beginning December 31, 2019, and ending December 30, 2032, pursuant to the provisions of Public Act 146 of 2000, as amended.

Resolution #3372 required that the rehabilitation of the facility shall be completed by December 30, 2021. Following the approval of Resolution #3372, the developer faced delays on the project due to the COVID-19 pandemic, labor and material shortages, cost increases, and major water/foundation issues.

Keefer House Hotel, LLC submitted the attached letter dated September 28, 2023, requesting Hillsdale City Council amend the completion date listed in Resolution #3372 to August 1, 2024. OPRA's are approved at the local level but subject to State Tax Commission review. Updating the project completion date will ensure the State Tax Commission does not revoke the certificate while this project is still ongoing.

RECOMMENDATION:

City Council consider adopting the following resolution amending the completion date of Resolution #3372 to August 1, 2024.

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility)		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)		
Location of obsolete facility (Number and Street, City, State, ZIP Code)		
City, Township, Village (indicate which)		County
Date of Commencement of Rehabilitation (mm/dd/yyyy)	Planned date of Completion of Rehabilitation (mm/dd/yyyy)	School District where facility is located (include school code)
Estimated Cost of Rehabilitation		Number of years exemption requested
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input type="checkbox"/> Revitalize urban areas
<input type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____		
<input type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents)	Telephone Number	Fax Number
Mailing Address	E-mail Address	
Signature of Company Officer (no authorized agents)	Title	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
-----------	---------------------------

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$		\$
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature		Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.



ISSUED: 9/28/2023

OPRA RESOLUTION AMENDMENT

KEEFER HOUSE HOTEL

Dear Mr. Mackie,

On April 1, 2019, the City of Hillsdale approved Resolution #3372 granting The Keefer House Hotel, LLC an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in Obsolete Property Rehabilitation District No. 2013-01 at 96, 100, 102, 104 N. Howell Street for a period of 12 years beginning December 31, 2019, and ending December 30, 2032, pursuant to the Provisions of PA 146 of 2000, as amended.

A condition of the initial resolution requires that rehabilitation of the facility shall be completed by December 30, 2021. We are requesting the Hillsdale City Council amend the completion date of Resolution #3372 to August 1, 2024.

The OPRA Program was created to encourage and assist developers and property owners in the redevelopment of blighted buildings to make them vibrant commercial properties. At minimum this redevelopment is meant to eliminate blight and increase safety, so these facilities are no longer a public nuisance. Eligible obsolete properties must also meet certain requirements post rehabilitation, "...completion of the rehabilitated facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas...". This project received a blight designation prior to our initial request, and it will meet those post rehabilitation requirements. See the attached Blight Certification letter from the City Assessor which details the property's obsolescence and qualification for this program.

At the time of this application, our rehabilitation construction costs were approximately \$6 Million as noted in the initial OPRA application. Today, our construction cost is around \$9.3 Million. The total project cost is now close to \$15 Million.

An OPRA freezes the assessed taxable value of the property at the current present value at the time of the application and in this case, that was as of December 2019. The assessed taxable value is then maintained at that rate for 12 years. Until the project is completed, there is no increase in the taxable value of the property so there is no generation of possible additional taxes to abate with the OPRA. The longer the project takes to complete the less time we will have to actualize the abatement. It was approved for 12 years, and we currently have 8 years remaining.

Without approving this amendment, the OPRA will expire. When we then complete the Keefer House Hotel, we must pay taxes on the significantly increased taxable value at a time when the hotel will need this abatement the most and at point that defines what this abatement program was created to do. The abatement will allow this hotel the chance to stabilize its operations as it gets up and running and to become an economic catalyst for Hillsdale's revitalization. It will ensure the hotel has additional funds to

ISSUED: 9/28/2023

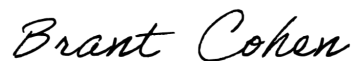
cover the increased development expenses associated with redeveloping an obsolete and blighted property.

Once complete, the Keefer will bring approximately 55 FTE jobs to the city. Additionally, this project will bring visitors to downtown Hillsdale and the surrounding shops and restaurants year-round. When completed the Keefer will offer a boutique, upscale hotel and dining experience while preserving and restoring this historic and iconic building in the heart of the city. Along with the hotel, we will continue to operate the Dawn Theater as an events and entertainment venue and as an extension of the Keefer.

Since last fall, CLRED sent and will continue to send quarterly updates to City Council on the status of the project including the obstacles, our plans to address those challenges, and our next steps. Going forward our new V.P of Construction and Development, Nick Fox, will be present monthly to update the council on the project status.

Thank you for your continued support of this transformational project by approving this requested amendment to allow the previously approved OPRA to remain in effect to help make the Keefer House Hotel sustainable and economically transformative. We appreciate both the Council and the Public's patience as we work through this pivotal moment and move forward on this incredible project.

Sincerely,

A handwritten signature in cursive script that reads "Brant Cohen".

Brant Cohen

Senior Development Associate, *CLRED*

CC: Nathan Watson, Kimberly Thomas, Sam Fry

CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 3372 APPROVING OBSOLETE PROPERTY REHABILITATION CERTIFICATE APPLICATION FOR KEEFER HOUSE HOTEL, LLC FOR PROPERTY LOCATED AT 96, 100, 102, 104 N. HOWELL STREET, HILLSDALE, MICHIGAN

WHEREAS, City Council approved Resolution No. 3372 Approving Obsolete Property Rehabilitation Certificate Application for Keefer House Hotel, LLC for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, at a regular meeting held on April 1, 2019;

WHEREAS, the City of Hillsdale required that rehabilitation of the facility shall be completed by December 30, 2021; and

WHEREAS, the rehabilitation of the facility was delayed by the COVID-19 pandemic, labor and material shortages, cost increases, and major water and foundation issues; and

WHEREAS, Keefer House Hotel, LLC submitted a letter to City Council requesting a new project completion date of August 1, 2024;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 3372 Approving Obsolete Property Rehabilitation Certificate Application for Keefer House Hotel, LLC for property located at 96, 100, 102, 104 N. Howell Street, Hillsdale, Michigan, is hereby amended to require that rehabilitation of the facility shall be completed by July 31, 2024.

PASSED IN OPEN COUNCIL MEETING THIS 2ND DAY OF OCTOBER, 2023.

Adam Stockford, Mayor

Attest:

Katy Price, City Clerk



CITY OF HILLSDALE

Code Enforcement

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

September 29, 2020

Keefer House Hotel LLC
c/o Brant Cohen, CL Real Estate
315 Fifth St
Peru, IL 61354

Re: Property at 104 N HOWELL ST ETAL, Hillsdale, Michigan, 49242
Blight Certification – Dangerous Building

Dear Mr. Cohen:

The Keefer House Hotel, 104 N HOWELL ST ETAL in the City of Hillsdale, Michigan, and the structures located thereon have been determined to constitute a blighted property under the definition found in the Brownfield Redevelopment Act, Act 381 of 1996, MCL Section 125.2652, based on one or more of the following conditions:

1. It has been declared a public nuisance in accordance with the International Property Maintenance Code as adopted by the City of Hillsdale.
2. It is an attractive nuisance to children because of physical condition, use, or occupancy.
3. It is a fire hazard or is otherwise dangerous to the safety of persons or property.
4. It has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.

The necessary action has not been taken to eliminate the blighted conditions above. If you have any questions regarding this matter, please feel free to give me a call to discuss them.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly Thomas".

Kimberly Thomas
Assessor/Code Official

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023

Agenda Item: New Business

SUBJECT: Airport/MDOT Terminal Construction Contract

BACKGROUND PROVIDED BY: David Mackie, City Manager

Attached is the MDOT Aero contract for construction of the new airport terminal building. The project cost breakdown is estimated as follows:

Federal Share	\$2,500,000
MDOT Share	\$ 65,789
Hillsdale Share	\$ 506,567
Project Cost	\$3,072,356

The estimated balance of the Airport Improvement Fund is \$635,000. The Airport has been planning to complete this project for many years.

RECOMMENDATION:

Approve resolution _____ MDOT Contract 2023-0741 and authorize the City Manager and City Clerk, on behalf of the City of Hillsdale, to enter into the Airport Terminal Construction contract.

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 the 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 July 13, 2023, attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT TERMINAL BUILDING (STANDARDS) – CONSTRUCTION.

Recitals:

This Contract is entered into in anticipation of the SPONSOR receiving a grant from the United States Department of Transportation, Federal Aviation Administration (FAA), under the federal Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58), referred to as the Bipartisan Infrastructure Law, for the Airport Terminal Program project described above as the PROJECT; 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 Attachments 6 and 11, 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	\$2,500,000.00
Maximum MDOT Share	\$ 65,789.00
SPONSOR Share	<u>\$ 506,567.00</u>
<i>Estimated</i> PROJECT COST	\$3,072,356.00

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 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

Approved as to Legal Form
9-20-23 J.S.

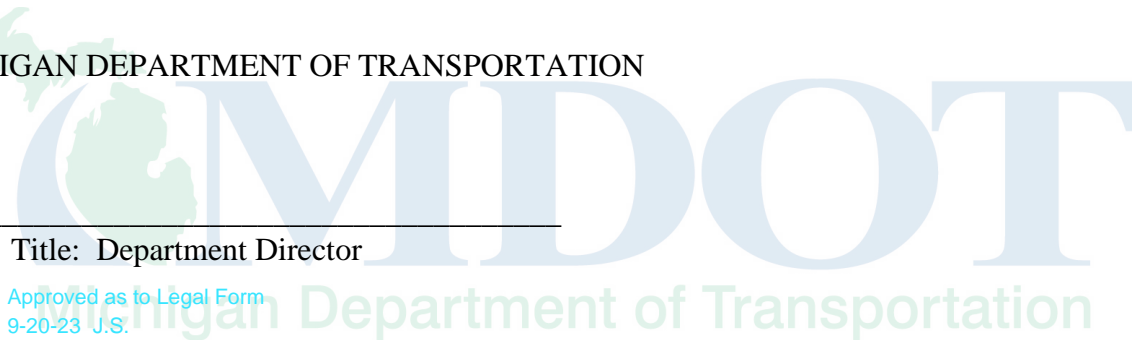


EXHIBIT 1

HILLSDALE MUNICIPAL AIRPORT
HILLSDALE, MICHIGAN

Project No.3-26-0159-2023
Job No. 204809 CON

July 13, 2023

	Federal	State	Local	Total
PLANNING	\$ -	\$ -	\$ -	\$ -
DESIGN	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION	\$2,500,000	\$65,789	\$506,567	\$3,072,356
Construct Terminal Bldg (standards)- Construction (BIL ATP Eligible portion) - 95% Fed	\$2,310,413	\$60,800	\$60,800	\$2,432,014
Construction - 100% (Local Match)	\$0	\$0	\$4,727	\$4,727
Construct Terminal Bldg (standards)- Construction (AIP Ineligible portion) - 100% Local	\$0	\$0	\$408,837	\$408,837
Consultant CA Fee - % (Local Match)	\$189,587	\$4,989	\$32,203	\$226,779
TOTAL PROJECT BUDGET	\$2,500,000	\$65,789	\$506,567	\$3,072,356

Federal Billing Breakdown:

Bill #1 \$ 2,500,000 BIL ATP 15923 Grant Award Date: 9/6/2023

Bid Date & Type: 06/29/23

Period of Performance End Date: 10/01/25

MAC Approval: 09/13/23

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF HILLSDALE
3. Recipient's DUNS Number: DUNS 07-756-3401 / UEI KK7MQVKBC424
4. Amount of Federal funds: \$2,500,000
5. Federal Grant Number(s): BIL ATP 15923
6. Grant Award Date(s): 9/6/23
7. MDOT Project Number: 3-26-0159-2023
8. Project Description: Construct Terminal Bldg (standards)-Construction
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-0159-2023
11. Federal Award Date: 9/6/23
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 10/01/25
14. Amount of Federal Funds obligated by this action: \$2,500,000
15. Total amount of Federal Funds obligated: \$2,500,000
16. Total amount of the Federal award: \$2,500,000
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT 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 contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT's “Project Engineer's Manual” for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

ATTACHMENT 11

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS WHEN THE PROJECT PAYMENTS ARE HANDLED BY THE SPONSOR SEEKING REIMBURSEMENT

1. The SPONSOR will be responsible for making all payments associated with the PROJECT work. Not more often than once a month, the SPONSOR will submit a request for reimbursement to the DEPARTMENT. The reimbursement request will detail the costs expended on the PROJECT during the reporting period. The SPONSOR will include a certification that all costs reported are eligible costs under the terms of this Contract.
2. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, financial information, and other documents pertaining to this Contract. Copies of technical data, reports, financial information, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, financial information, and other documents will be maintained for a period of three (3) years from the date of final payment.
3. The DEPARTMENT will, upon approval by the legislature and the Michigan Aeronautics Commission and upon request for reimbursement from the SPONSOR, bill the FAA for eligible costs in accordance with the terms of the grant from the FAA. The DEPARTMENT will reimburse the SPONSOR with the funds received from the FAA.
4. The DEPARTMENT will make final accounting to the FAA for purposes of PROJECT closure 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.
5. Reimbursement of any costs will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Contract committed by the SPONSOR.
6. Determination of allowable PROJECT COSTS will be in accordance with the cost criteria set forth in the Office of Management and Budget Circular A-87 and/or 49 CFR, Part 18, as amended, in effect at the time the FAA Grant is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 - 1. Associated with performance under this agreement; or
 - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

12. Exhibit A Included with Grant Application. The Exhibit “A” updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

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15. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

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- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG} for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712{b}.
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	<p>NAVAIDS - ILS</p> <p>Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.</p>	<p><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will:</p> <p>1) Prior to commissioning, assure the equipment meets the FAA’s standards; and</p> <p>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	<p>Fence - Wildlife</p>	<p><u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.</p>
Airport	<p>Land - Revise Exhibit "A" Property Map</p>	<p><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.</p>
Airport	<p>Land acquisition -Future Land</p>	<p><u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.</p>
Airport	<p>Master Plan - Coordination</p>	<p><u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State’s Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State’s Department of Transportation.</p>

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<p><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<p><u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<p><u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.</p>
Airport	Utility Relocation	<p><u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<p><u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li data-bbox="646 417 1471 659">b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. <li data-bbox="646 680 1471 995">c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. <li data-bbox="646 1016 1471 1148">d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<p data-bbox="630 1163 1471 1514"><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p data-bbox="630 1551 1471 1824"><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<p><u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>
Airport or Noise	Building Allowable Costs (Prorate)	<p><u>BUILDING AIP PRORATION:</u> For purposes of computing the United States’ share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.</p>
Airport or Noise	Noise Land	<p><u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.</p>
Airport or Noise	Noise - Annual Report	<p><u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information:</p> <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor’s Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor’s NCP. 4) Total number of people impacted by the Sponsor’s NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor’s NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor’s NCP, including a list by address for mitigation actions shown on the map.

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	<p>PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.</p>
All Sponsor Types	Plans and Specifications Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.</p>
All Sponsor Types	Land acquisition - Relocation	<p><u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.</p>
All Sponsor Types	Noise - mitigation	<p><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.</p>
All Sponsor Types	Noise Mitigation – Private Land	<p><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner’s right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor’s acceptance of federal aid for the project.</p>
<p>All Sponsor Types</p>	<p>Non AIP work in project</p>	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
<p>All Sponsor Types</p>	<p>Planning Scope of Work</p>	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor’s employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE
-----------------------	----------------	---------------------	----------------------	----------------	----------------

IS THIS PRIME FIRM MDOT-DBE CERTIFIED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	IS THIS THE FINAL INVOICE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	------------------------------	-----------------------------	----------------------------	------------------------------	-----------------------------

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
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		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
-----------------------	-------	-----------	------

COMMENTS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

City of Hillsdale

Agenda Item Summary

Meeting Date: October 2, 2023

Agenda Item: New Business

SUBJECT: Hillsdale Mobile Home Park Monthly Lot Payments

BACKGROUND PROVIDED BY: David Mackie, City Manager

Attached is a letter sent to Hillsdale MHP LLC (MHP) in January of 2022 from the City Assessor and emails sent to Hillsdale MHP in January 2023 from the City Assessor and City Treasurer. Under Michigan law mobile home parks must pay a monthly per mobile home fee to the city they reside in. The mobile home park was sold in May of 2021 to MHP. From June 2021 to after the time of the emails MHP did not make their monthly per mobile home payments to the City. By the time the City Treasurer and MHP staff were able to connect the past due amount including penalties and interest was calculated at \$221,890 in May 2023. MHP apologized for the oversight and asked if there was anything the City could do to reduce the amount as they are working to fix up the property.

MHP's question was taken to the Finance Committee for discussion. After discussion the Finance Committee approved offering MHP a 10% on dollar settlement, \$22,189 (attached), to avoid future litigation. It was made clear to MHP that any settlement would need to be approved by the full City Council. The possible proposal was made to MHP. They expressed that they had hoped that the settlement would be lower because they were investing in the property. Upon that statement they were told that they would need to present to the Finance Committee directly and subsequently go to the full City Council for approval.

The Finance Committee will be meeting with MHP prior to the City Council meeting and may have a recommendation for the full City Council to consider.

RECOMMENDATION:

Hear from the Finance Committee and MHP to decide a direction the City would like to go in settling the past due monthly lot payments, penalties and interest.

COPY

The City of
HILLSDALE
Family • Tradition • Opportunity

City Assessor's Office

Kimberly Thomas, Assessor

(517) 437-6440 | Fax: (517) 437-6448 | assessor@cityofhillsdale.org

January 21, 2022

Hillsdale MHP LLC
83 Geneva Dr, Unit 620130
Oviedo, FL 32762

006-222-100-09

2856 W Carleton Rd

Re: Trailer Coach Park Specific Tax – MCL 125.1041

To Whom It May Concern,

Per Michigan Compiled Law (MCL) 125.1041(1), “each licensee shall collect and remit a specific tax of \$3.00 per month, or major fraction thereof, per occupied trailer coach, which shall be a tax upon the owners or occupants of each occupied trailer coach, including trailer coaches licensed under the Michigan vehicle code... The specific tax shall be in lieu of any property tax levied upon the trailer coach pursuant to the provisions of the general property tax act, 1983 PA 206, MCL 211.1 to 211.157, upon or on account of the trailer while located on the trailer park.” The specific tax, described above, exempts occupied trailer coaches from ad valorem property taxes collected by the City of Hillsdale.

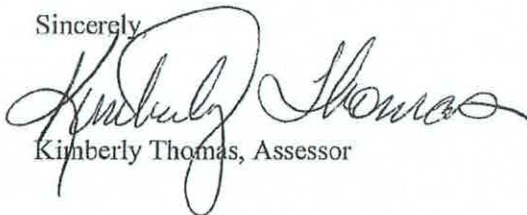
The \$3.00/month specific tax must be collected by the park operator for each occupied trailer and paid to the treasurer of the assessment jurisdiction where the licensed park is located (City of Hillsdale). Failure of the park operator to collect and pay the specific tax by the fifth (5th) day of each month for the preceding month subjects the park operator to a late payment penalty and interest. For more information, please refer to State Tax Commission Bulletin 14 of 2016 and MCL 125.1041 at your convenience.

Since your purchase of the mobile home park on 05/28/2021, the above-mentioned specific tax has not been paid. Please contact the Treasurer for the City of Hillsdale to make payment arrangements. His contact information is as follows:

Peter Merritt, City Treasurer
(517) 437-6454
treasurer@cityofhillsdale.org

Thank you for your attention to this matter.

Sincerely,



Kimberly Thomas, Assessor

CC: Peter Merritt, City Treasurer
97 N Broad St
Hillsdale, MI 49242

David Mackie

From: Kim Thomas
Sent: Friday, January 6, 2023 2:32 PM
To: hillsdalemhp LLC@gmail.com
Cc: Peter Merritt
Subject: RE: Note to Hillsdale MHP LLC Regarding monthly lot payments
Attachments: 20230106135741826.pdf; Hillsdale MHP LLC past due Trailer Coach Park Specific Tax.xlsx; Monthly Remittance Report - Trailer Coach Park Specific Tax.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

For clarification – this email is a follow up to the letter sent by my office in January 2022 (attached). The fee is to be collected and remitted monthly to the City Treasurer for each “occupied trailer coach.” Based on the most recent lot map provided, by my count that would be as many as 102 trailers if Hillsdale Mobile Home Park is occupied at full capacity, so the amount to be remitted would be as much as \$306/month but would vary based on vacancies. This fee is due by the fifth of each month for the trailers occupied in the prior month (so by February 5, 2023 for units occupied as of January 1, 2023).

I have prepared and attached a spreadsheet showing the amount due including penalties, interest and the civil fines for your use in remitting the fees for June 2021-January 2023. Please change the number of occupied trailers for each month to reflect your actual occupancy levels. The amount due should recalculate automatically based on those changes.

Also attached is a monthly report to be prepared and filed with future payments.

Additional information is contained in Michigan [State Tax Commission Bulletin 14 of 2016](#).

Please feel free to contact us with any questions.

Kimberly Thomas
Assessor/Code Official

City of Hillsdale
97 North Broad Street
Hillsdale, Michigan 49242
(517)437-6440
Fax: (517)437-6448
assessor@cityofhillsdale.org

The City of
HILLSDALE
MICHIGAN



From: Peter Merritt
Sent: Friday, January 6, 2023 12:01 PM
To: hillsdalemhp LLC@gmail.com
Cc: Karen Lancaster <klancaster@cityofhillsdale.org>; Kim Thomas <kthomas@cityofhillsdale.org>
Subject: Note to Hillsdale MHP LLC Regarding monthly lot payments
Importance: High

Dear Mr. Carew,

I am notifying you that starting with the transfer of title to the trailer park, you should have been collecting and paying to the City of Hillsdale on a monthly basis a fee of \$3.00 per each trailer lot. According to the City Assessor you have 102 lots. This translates to a monthly fee of \$306.00. Since the transfer occurred on or about June 2, 2021, you need to pay the amount of 18 months' worth of payments to a total of \$5,426.00. Then you need to start paying beginning in February the \$306.00 on a monthly basis.

The appropriate State statutes are enclosed in this email, with the appropriate pertaining section highlighted in yellow. If you have any questions, please contact us.

Regards,

Peter K. Merritt
City Treasurer
City of Hillsdale, MI
97 N. Broad Street
Hillsdale, MI 49242
(517) 437-6454
treasurer@cityofhillsdale.org



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

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

Trailer Coach Park Specific Tax Calculation with interest & penalties - MCL 125.1041

Date remitted: 5/9/2023

Date Lot Rent Due	Due Date for remittance of fee	# of Occupied trailer coaches	Fee to remit @ \$3 per occupied trailer coach	# of months past due	3% late payment penalty	1% per month late payment interest	Civil fine @ \$10 per occupied trailer coach per month	Payment
6/1/2021	7/5/2021	74	\$ 222.00	23	\$ 6.66	\$ 51.06	\$ 1,702	
7/1/2021	8/5/2021	74	\$ 222.00	22	\$ 6.66	\$ 48.84	\$ 1,628	
8/1/2021	9/5/2021	73	\$ 219.00	21	\$ 6.57	\$ 45.99	\$ 1,533	
9/1/2021	10/5/2021	73	\$ 219.00	20	\$ 6.57	\$ 43.80	\$ 1,460	
10/1/2021	11/5/2021	73	\$ 219.00	19	\$ 6.57	\$ 41.61	\$ 1,387	
11/1/2021	12/5/2021	72	\$ 216.00	18	\$ 6.48	\$ 38.88	\$ 1,296	
12/1/2021	1/5/2022	72	\$ 216.00	17	\$ 6.48	\$ 36.72	\$ 1,224	
1/1/2022	2/5/2022	74	\$ 222.00	16	\$ 6.66	\$ 35.52	\$ 1,184	
2/1/2022	3/5/2022	82	\$ 246.00	15	\$ 7.38	\$ 36.90	\$ 1,230	
3/1/2022	4/5/2022	80	\$ 240.00	14	\$ 7.20	\$ 33.60	\$ 1,120	
4/1/2022	5/5/2022	82	\$ 246.00	13	\$ 7.38	\$ 31.98	\$ 1,066	
5/1/2022	6/5/2022	84	\$ 252.00	12	\$ 7.56	\$ 30.24	\$ 1,008	
6/1/2022	7/5/2022	84	\$ 252.00	11	\$ 7.56	\$ 27.72	\$ 924	
7/1/2022	8/5/2022	85	\$ 255.00	10	\$ 7.65	\$ 25.50	\$ 850	
8/1/2022	9/5/2022	82	\$ 246.00	9	\$ 7.38	\$ 22.14	\$ 738	
9/1/2022	10/5/2022	81	\$ 243.00	8	\$ 7.29	\$ 19.44	\$ 648	
10/1/2022	11/5/2022	84	\$ 252.00	7	\$ 7.56	\$ 17.64	\$ 588	
11/1/2022	12/5/2022	86	\$ 258.00	6	\$ 7.74	\$ 15.48	\$ 516	
12/1/2022	1/5/2023	87	\$ 261.00	5	\$ 7.83	\$ 13.05	\$ 435	
1/1/2023	2/5/2023	88	\$ 264.00	4	\$ 7.92	\$ 10.56	\$ 352	
2/1/2023	3/5/2023	86	\$ 258.00	3	\$ 7.74	\$ 7.74	\$ 258	
3/1/2023	4/5/2023	86	\$ 258.00	2	\$ 7.74	\$ 5.16	\$ 172	
4/1/2023	5/5/2023	87	\$ 261.00	1	\$ 7.83	\$ 2.61	\$ 870	
Totals:			\$ -		\$ -	\$ -	\$ 22,189	

Total to Remit: \$ 22,189.00 = 10% of Total





Official Proclamation

WHEREAS In 1988, US President Ronald Reagan declared October as a month to recognize the unique grief of bereaved parents in an effort to demonstrate support to the many families who have suffered such a tragic loss;

WHEREAS Pregnancy and Infant Loss is such a common occurrence, one that is usually not recognized and rarely acknowledged;

WHEREAS 1 in 4 women will lose a baby during pregnancy, delivery or infancy;

WHEREAS this devastating tragedy often occurs suddenly, without warning, as a result of miscarriage, stillbirth, preterm birth, Sudden Infant Death Syndrome (SIDS), accident, or other causes or complications;

AND WHEREAS increased awareness of the causes and impacts surrounding pregnancy and infant loss may lead to greater understanding, support and resources in communities across the United States;

AND WHEREAS in 2002, the 15th day of October Pregnancy and Infant Loss Remembrance Day Campaign began and is recognized in parts of the United States and in many other jurisdictions around the world, as a day of remembrance and awareness of pregnancy and infant loss where many participate in the **International Wave of Light** by lighting a candle at 7:00 p.m. local time to honor all babies gone too soon;

AND WHEREAS on October 15, 2023 the Hillsdale Hospital will hold their **16th Annual Remembrance Walk** at Owen Memorial Park, Baw Beese Lake at 1:00 p.m. for parents and families to remember the lives gone too soon;

AND WHEREAS we recognize and acknowledge the unique grief of bereaved parents of pregnancy and infant loss;

AND WHEREAS we demonstrate our support for the many families affected by such loss;

NOW, THEREFORE, I, Adam L. Stockford, Mayor of the City of Hillsdale, Michigan, do hereby proclaim October 15th 2023 as Pregnancy and Infant Loss Remembrance Day in the City of Hillsdale and encourage parents, caregivers and all residents to become educated in opportunities to prevent pregnancy and infant loss and support bereaved families when prevention is not possible.



Pregnancy & Infant Loss Remembrance Day October 15, 2023

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hillsdale to be affixed this 2nd day of October 2023

Adam L. Stockford, Mayor

**PROCLAMATION
RECOGNIZING PUBLIC POWER WEEK, OCTOBER 1 –
OCTOBER 7, 2023**

WHEREAS, the City of Hillsdale places high value on the benefits of local control of utility services and therefore operates a community-owned, not-for-profit electric utility;

WHEREAS, because, we are customers and owners of Hillsdale Board of Public Utilities and have a direct say in utility operations and policies;

WHEREAS, Hillsdale Board of Public Utilities provides our homes, businesses, farms, social service and local government agencies with safe, reliable and efficient electricity and employs sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Hillsdale Board of Public Utilities is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, economic development and safety awareness;

WHEREAS, Hillsdale Board of Public Utilities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to a sustainable environment;

NOW, THEREFORE BE IT RESOLVED, that Hillsdale Board of Public Utilities will continue to work to bring safe, reliable electricity to community homes and businesses just as it has since 1892, the year when the utility was created to serve all the citizens of the City of Hillsdale; and

BE IT FURTHER RESOLVED, that the week of Oct. 1-7 be designated Public Power Week to recognize Hillsdale Board of Public Utilities for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED, that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community and the nation.

NOW, THEREFORE, I, Adam L. Stockford, Mayor of the City of Hillsdale, do recognize the week of October 1 through October 7, 2023, as Public Power Week, a weeklong celebration of Hillsdale Board of Public Utilities' year-round service to the City of Hillsdale.

Adam L. Stockford, Mayor

Date