

# City Council Agenda

June 3, 2019 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 Claims of May 16, 2019: \$113,311.13
  - 2. BPU Claims of May 16, 2019: \$132,334.16
  - 3. Payroll of May 30, 2019: \$124,334.48
- B. City Council Minutes of May 20, 2019 Regular Meeting
- C. All America Celebration/Great American Parade
- D. Mrs. Stock's Park Use Agreement: Alexander Green
- E. Transit Procurement Policy
- F. District Court Job Fair

#### VI. Communications/Petitions

- A. Movies in the Park 2019
- B. Comcast Letter
- C. Tall Grass Reminder
- D. Right of Way Planting Letter: Ted Jansen

#### VII. Introduction and Adoption of Ordinances/Public Hearing

#### VIII. Unfinished Business

- A. 23/25 N. Broad Street Demolition- Verbal Update
- B. I.C.E Grant Verbal Update

#### IX. Old Business

- A. Settlement Agreement and Mutual Release for King v Mackie, et al
- B. Right-of-Way Uses and Activities (Municipal Trees)

#### X. New Business

- A. Adoption of Budget 2019-2020 (Resolutions)
  - \*Resolution: Millage Levy for FY2020
  - \*Resolution: Sinking Fund Levy for FY2020
  - \*Resolution: Fire Department/Public Safety Millage
  - \*Resolution: Budget Adoption for FY2020 (with Sinking Fund)
  - \*Resolution: Budget Adoption for FY 2020 (without Sinking Fund)
- B. 2019 Hillsdale Drinking Water Video Contest Winners
- C. Parcel Division: 3980 W. Carleton Rd.
- D Parcel Division: 48 McClellan St. & 67 College St.

Re-appointment: BPU Board- Bob Batt

XII. General Public Comment

XIII. City Manager's Report

XIV. Council Comment

XV. Adjournment

05/16/2019 02:27 PM User: gkeasal

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# INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE POST DATES 05/03/2019 - 05/16/2019

#### BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amounth	neck #
Invoice Age: Less That Check <none></none>	an 30 Days						
271-790.000-726.000	05/30/19	WALMART COMMUNITY	SUPPLIES	911300534189	05/30/19	75.01	
			Total For Check <none></none>		_	75.01	
Check 274							
481-900.000-740.295	05/16/19	AVFUEL CORP	FUEL AND LUBRICANTS	012123417	05/16/19	10,586.26	274 274
481-900.000-740.295 481-900.000-740.295	05/16/19 05/16/19	AVFUEL CORP AVFUEL CORP	FUEL AND LUBRICANTS FUEL AND LUBRICANTS	012123140 012143607	05/16/19 05/16/19	16,158.41 10,575.25	274
401 900.000 740.293	03/10/13	AVFOLE CONT	Total For Check 274	012143007	-	37,319.92	2/1
Check 275			TOTAL FOI CHECK 2/4			37,313.32	
101-265.000-920.000	05/16/19	MICH GAS UTILITIES	NATURAL GAS UTILITY - MITCHELL	0505431439-00001	05/16/19	243.98	275
101-336.000-920.000	05/16/19	MICH GAS UTILITIES	NATURAL GAS UTILITY - FIRE STATION		05/16/19	197.23	275
			Total For Check 275		_	441.21	
Check 276							
101-215.000-801.000	05/16/19	SOUTHERN MI BANK & TRUST	SAFE DEPOSIT BOX RENT	04222019	05/16/19	57.00	276
			Total For Check 276			57.00	
Check 277	05/10/10			-5005400-	0= /4 6 /4 0	40.50	077
101-441.000-801.000	05/16/19	SPOK, INC	DPS PAGER RENTAL	C7385433Q	05/16/19	18.72	277
			Total For Check 277			18.72	
Check 81087 101-301.000-726.000	05/16/19	AMAZON CADITAL CEDUTCEC INC	LAPTOP DISPLAY SCREEN/PIONEER 3D DF	o:101_301_000_726_	05 /16 /10	84.48	81087
101-301.000-720.000	05/16/19	The state of the s	LAPTOP DISPLAY SCREEN/PIONEER 3D DE			39.00	81087
101-756.000-726.000	05/16/19	AMAZON CAPITAL SERVICES, INC		14GV-9LRH-YNT9		42.19	81087
640-444.000-730.000	05/16/19	AMAZON CAPITAL SERVICES, INC	TEST STRIPS & HOUR METERS	1T1V-MVV1-13YN	05/16/19	89.94	81087
			Total For Check 81087		_	255.61	
Check 81088							
101-295.000-930.000	05/16/19	AMERICAN COPPER AND BRASS, L		19INV015919	05/16/19	132.00	81088
101-295.000-930.000	05/16/19	AMERICAN COPPER AND BRASS, L		19INV015920	05/16/19	63.80	81088
101-756.000-930.000	05/16/19		L(ELBOW, P-TRAP, NIPPLES, SEALANT, GA		05/16/19	31.96	81088 81088
101-756.000-930.000 101-756.000-930.000	05/16/19 05/16/19		L(ELBOW, P-TRAP, NIPPLES, SEALANT, GA L(ELBOW, P-TRAP, NIPPLES, SEALANT, GA		05/16/19 05/16/19	8.66 38.22	81088
101-756.000-930.000	05/16/19	· · · · · · · · · · · · · · · · · · ·	L(ELBOW, P-TRAP, NIPPLES, SEALANT, GA		05/16/19	26.64	81088
101-756.000-930.000	05/16/19	· · · · · · · · · · · · · · · · · · ·	L(ELBOW, P-TRAP, NIPPLES, SEALANT, GA		05/16/19	16.00	81088
			Total For Check 81088		-	317.28	
Check 81089							
101-301.000-900.000	05/16/19	ARROW SWIFT PRINTING	CASE JACKET ENVELOPES	149028	05/16/19	102.80	81089
588-588.000-726.000	05/16/19	ARROW SWIFT PRINTING	DIAL-A-RIDE TICKETS	148922	05/16/19	368.68	81089
			Total For Check 81089			471.48	
Check 81090 101-265.000-925.000	05/16/19	AT&T	TELEPHONE SERVICE	517R21057605-CIT	" 05/16/19	1,191.72	81090
271-790.000-925.000	05/16/19	AT&T	TELEPHONE SERVICE	517R21057605-CIT		216.68	81090
			Total For Check 81090		_	1,408.40	
Check 81091						•	
271-790.000-982.000	05/16/19	BAKER & TAYLOR COMPANY	ADULT BOOK ORDER MAY	2034515401	05/16/19	145.72	81091
271-790.000-982.000	05/16/19	BAKER & TAYLOR COMPANY	ADULT BOOKS APRIL	2034510920	05/16/19	76.05	81091
			Total For Check 81091			221.77	

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Invoice Age: Less Th Check 81092	an 30 Days						
640-444.000-726.000	05/16/19	BAKER'S GAS & WELDING SUPPL	JIE: 30 LB PROPANE FILL	01564165	05/16/19	16.98	81092
			Total For Check 81092		_	16.98	
Check 81093							
101-265.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	160.00	81093
101-266.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	300.00	81093
101-372.000-801.372	05/16/19	BILL'S LAWN CARE, LLC	MOW AND TRIM ROW 10/80 S. WOLCO		05/16/19	60.00	81093
101-372.000-801.372	05/16/19	BILL'S LAWN CARE, LLC	MOW AND TRIM 187 E. BACON ST.	22616	05/16/19	150.00	81093
101-441.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	50.00	81093
101-756.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	2,900.00	81093
202-460.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	352.88	81093
202-460.500-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	15.24	81093
203-460.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	131.88	81093
588-588.000-801.000	05/16/19	BILL'S LAWN CARE, LLC	APRIL 2019 LAWN MAINTENANCE	23280	05/16/19	150.00	81093
			Total For Check 81093			4,270.00	
Check 81094 101-172.000-715.000	05/16/19	BLUE CROSS & BLUE SHIFLD OF	'M]DENTAL & VISION INSURANCE GROUP	P 007:013952	05/16/19	136.01	81094
101-209.000-715.000	05/16/19		' MIDENTAL & VISION INSURANCE GROUP		05/16/19	52.77	81094
101-215.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP		05/16/19	52.77	81094
101-219.000-715.000	05/16/19		' MIDENTAL & VISION INSURANCE GROUP		05/16/19	166.46	81094
101-301.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP		05/16/19	891.11	81094
101-301.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP		05/16/19	196.93	81094
101-336.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP MIDENTAL & VISION INSURANCE GROUP		05/16/19	166.48	81094
101-400.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP MIDENTAL & VISION INSURANCE GROUP		05/16/19	105.54	81094
101-441.000-715.000	05/16/19		' MIDENTAL & VISION INSURANCE GROUP		05/16/19	166.46	81094
208-751.000-715.000	05/16/19		' MIDENTAL & VISION INSURANCE GROUP		05/16/19	60.92	81094
271-790.000-715.000	05/16/19		MIDENTAL & VISION INSURANCE GROUP MIDENTAL & VISION INSURANCE GROUP		05/16/19	136.01	81094
	05/16/19		MIDENTAL & VISION INSURANCE GROUP MIDENTAL & VISION INSURANCE GROUP		05/16/19	91.39	81094
588-588.000-715.000			MIDENTAL & VISION INSURANCE GROUP MIDENTAL & VISION INSURANCE GROUP			60.92	81094
588-588.000-715.000	05/16/19				05/16/19	91.39	81094
640-444.000-715.000	05/16/19		'MIDENTAL & VISION INSURANCE GROUP		05/16/19		81094
640-444.000-715.000 699-441.000-715.000	05/16/19 05/16/19		'M1DENTAL & VISION INSURANCE GROU! 'M1DENTAL & VISION INSURANCE GROU!		05/16/19 05/16/19	105.54 574.47	81094
033 111.000 713.000	00/10/13	prof cuert a prof cutring of	Total For Check 81094	007 017000	-	3,055.17	
Check 81096			Total for check of 074			3,033.17	
101-000.000-214.582	05/16/19	BOARD OF PUBLIC UTILITIES	OUTSTANDING PAYABLES	05/15/2019	05/16/19	28.88	81096
			Total For Check 81096		_	28.88	
Check 81097 101-295.000-740.000	05/16/19	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	102615	05/16/19	379.90	81097
101-293.000-740.000	03/10/19	BRINER OIL CO, INC		102013	03/10/19		01037
Check 81098			Total For Check 81097			379.90	
101-173.000-801.000	05/16/19	BS&A SOFTWARE	ANNUAL SUPPORT- MAY 1ST 2019 T	HRII M:122991-CTTV	05/16/19	677.50	81098
101-209.000-801.000	05/16/19	BS&A SOFTWARE	ANNUAL SUPPORT- MAY 1ST 2019 TH		05/16/19	1,240.00	81098
101-219.000-801.000	05/16/19	BS&A SOFTWARE	ANNUAL SUPPORT- MAY 1ST 2019 TH		05/16/19	1,322.50	81098
101-253.000-801.000	05/16/19	BS&A SOFTWARE BS&A SOFTWARE	ANNUAL SUPPORT- MAY 1ST 2019 TH		05/16/19	1,107.00	81098
			Total For Check 81098		_	4,347.00	
Check 81099	05/16/10	202 20122222222222222222222222222222222		145600 07	05/16/10	110.00	01000
101-265.000-925.000	05/16/19	BSB COMMUNICATIONS INC	TELEPHONE	145608-CITY	05/16/19	110.00	81099
271-790.000-925.000	05/16/19	BSB COMMUNICATIONS INC	TELEPHONE	145608-CITY	05/16/19	55.00	81099

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Invoice Age: Less Tha	an 30 Days						
Check 01075			Total For Check 81099			165.00	
Check 81100 101-336.000-726.000	05/16/19	COREY BURKE	REIMBURSEMENT FOR FLOWERS PURCHA	SED 05 12 2019	05/16/19	48.89	81100
101 330.000 720.000	03/10/13	CORET BORKE	Total For Check 81100	.515 00:12:2019	-	48.89	
Check 81101			Total for eneck offor			40.00	
101-301.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	16GB FLASH DRIVES	625703-00	05/16/19	46.60	81101
101-400.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES - 2ND FLOOR	454621-00	05/16/19 <b>-</b>	51.24	81101
			Total For Check 81101			97.84	
Check 81102 247-900.000-801.249	05/16/19	CYNTHIA BIESZK	TIFA BUSINESS EXPANSION PROGRAM	OF19-0021	05/16/19	10,000.00	81102
			Total For Check 81102		-	10,000.00	
Check 81103						.,	
633-000.000-111.000	05/16/19	DORNBOS SIGN & SAFETY INC	WARNING NO DUMPING ALLOWED SIGNS	INV43726	05/16/19	128.92	81103
			Total For Check 81103			128.92	
Check 81104	0F /1 C /1 0	DOUBLE A LAWNSCAPING & SUPPLY	THOD COIL & CHDAN DIANVEH	34881	05/16/10	24.00	81104
203-480.000-726.000 633-000.000-111.000	05/16/19 05/16/19	DOUBLE A LAWNSCAPING & SUPPLY		35316	05/16/19 05/16/19	34.00 392.00	81104
			Total For Check 81104		-	426.00	
Check 81105							
101-265.000-801.000	05/16/19	EAST 2 WEST ENTERPRISES, INC	MOP & BUFF DISPATCH OFFICE	8402	05/16/19	40.00	81105
			Total For Check 81105			40.00	
Check 81106 101-174.000-862.000	05/16/19	EDP OF HILLSDALE COUNTY	LUNCHEON - DAVID MACKIE & KELLY	T.OP: 478	05/16/19	30.00	81106
			Total For Check 81106		-	30.00	
Check 81107			Total for oncess office			30.00	
101-336.000-726.000	05/16/19	FAMILY FARM & HOME	ROUNDUP WEED & GRASS KILLER	438/54	05/16/19	39.98	81107
			Total For Check 81107		_	39.98	
Check 81108 101-441.000-726.000	05/16/19	FASTENAL	9V BATTERY	MIJON75067	05/16/19	6.12	81108
101 111.000 720.000	03/10/13		Total For Check 81108	1110011/3007	-	6.12	
Check 81109			iotal for Check office			0.12	
401-453.000-801.000	05/09/19	FLEIS & VANDENBRINK	ICE GRANT PROJECT RPR - 2018	51424	05/16/19	10,425.74	81109
			Total For Check 81109		_	10,425.74	
Check 81110							
101-301.000-726.000	05/16/19	GALL'S, INC	S/S POLO SHIRTS (KAST) - PANTS (		05/16/19	10.00	81110
101-301.000-742.000 101-301.000-742.000	05/16/19	GALL'S, INC	S/S POLO SHIRTS (KAST) - PANTS (		05/16/19	44.00	81110 81110
101-301.000-742.000	05/16/19 05/16/19	GALL'S, INC GALL'S, INC	S/S POLO SHIRTS (KAST) - PANTS ( S/S POLO SHIRTS (KAST) - PANTS (		05/16/19 05/16/19	(44.00) 53.90	81110
101-336.000-726.000	05/16/19	GALL'S, INC	S/S POLO SHIRTS (KAST) - PANTS (		05/16/19	3.00	81110
101-336.000-742.000	05/16/19	GALL'S, INC	S/S POLO SHIRTS (KAST) - PANTS (		05/16/19	52.00	81110
			Total For Check 81110		_	118.90	
Check 81111							
101-441.000-726.000	05/16/19	GELZER & SON INC	HD BAGS, EPOXY, PVC UNION	C325578	05/16/19	68.93	81111

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101-441.000-726.000	05/16/19	GELZER & SON INC	AERATOR, TOILET BOWL CLEANER, CHUCK	A197837	05/16/19	9.78	81111
101-756.000-726.000	05/16/19	GELZER & SON INC	HD BAGS, EPOXY, PVC UNION	A197120	05/16/19	13.58	81111
101-756.000-726.000	05/16/19	GELZER & SON INC	AERATOR, TOILET BOWL CLEANER, CHUCK		05/16/19	15.16	81111
101-756.000-726.000	05/16/19	GELZER & SON INC	AERATOR, TOILET BOWL CLEANER, CHUCK		05/16/19	8.37	81111
101-756.000-930.000	05/16/19	GELZER & SON INC	HD BAGS, EPOXY, PVC UNION	C325617	05/16/19	9.98	81111
247-900.000-726.000	05/16/19	GELZER & SON INC	CAIMAN MAG2955 - GLOVE	A196612	05/16/19	22.99	81111
271-790.000-930.000	05/16/19	GELZER & SON INC	AERATOR, TOILET BOWL CLEANER, CHUCK		05/16/19	11.49	81111
640-444.000-730.301	05/16/19	GELZER & SON INC	KEYS/UNIT 2-1	A198098	05/16/19	9.87	81111
			Total For Check 81111		_	170.15	
Check 81113							
640-444.000-730.000	05/16/19	GODFREY BROTHERS, INC	SPRING SPARK PLUG, IGNITION COIL	S57942	05/16/19	7.53	81113
640-444.000-730.000	05/16/19	GODFREY BROTHERS, INC	SPRING SPARK PLUG, IGNITION COIL	S57941	05/16/19	129.38	81113
640-444.000-730.000	05/16/19	GODFREY BROTHERS, INC	CABLE, COUPLING, CNNTR, SCREW, BOW,	S57166	05/16/19	260.37	81113
-1 04444			Total For Check 81113			397.28	
Check 81114 101-265.000-726.000	05/16/19	HEFFERNAN SOFT WATER SERVICE	MAMED DELIVEDY CEDVICE	114108	05/16/19	23.75	81114
101-265.000-726.000	05/16/19		WATER DELIVERY SERVICE WATER DELIVERY SERVICE	114307		23.75	81114
101-295.000-726.000	05/16/19			114108	05/16/19 05/16/19	9.50	81114
101-441.000-726.000	05/16/19			114108	05/16/19	14.25	81114
101-441.000-726.000	05/16/19	HEFFERNAN SOFT WATER SERVICE		114307	05/16/19	14.25	81114
271-790.000-726.000	05/16/19	HEFFERNAN SOFT WATER SERVICE		114108	05/16/19	4.75	81114
271-790.000-726.000	05/16/19		WATER DELIVERY SERVICE	114307	05/16/19	9.50	81114
271-790.000-720.000	03/10/19	HEFFERNAN SOFT WATER SERVICE		114307	03/10/19		01114
			Total For Check 81114			99.75	
Check 81115	/ /				/ /		
101-301.000-860.000	05/16/19	SCOTT HEPHNER	MILEAGE REIMBURSEMENT - 2019 GREAT	05.10.2019	05/16/19	121.60	81115
			Total For Check 81115			121.60	
Check 81116							
244-174.000-801.000	05/16/19	HILLSDALE HORNET ROBOTICS	SUPPORT THE HILLSDALE ROBOTICS	04.18.2019	05/16/19	500.00	81116
			Matal Day Obsal 01116		_	F00 00	
			Total For Check 81116			500.00	
Check 81117	/ /				/ /		
588-588.000-730.000	05/16/19	HOEKSTRA TRANSPORTATION, INC.		X101021758:01	05/16/19	172.00	81117
588-588.000-730.000	05/16/19	HOEKSTRA TRANSPORTATION, INC.	MIRROR	X101021793:01	05/16/19	438.50	81117
			Total For Check 81117		_	610.50	
Check 81118 640-444.000-730.000	05/16/19	JACKSON TRUCK SERVICE INC	FILTER	PC001318393;01	05/16/19	44.34	81118
040 444.000 750.000	03/10/13	onchoon inden behavior inc		10001310373,01		11.51	01110
			Total For Check 81118			44.34	
Check 81119 101-265.000-930.000	05/16/19	JC MECHANICAL SERVICES, LLC	R/R CHILLED WATER PUMP MOTORS - CIT	3935	05/16/19	1,068.20	81119
101 203.000 330.000	00/10/19	oo imamiiyiaha bakvidaa, aac	N/N ONLEGED WITHK TOTAL HOTONG	3333		1,000.20	
			Total For Check 81119			1,068.20	
Check 81120	05/16/10	TONIEGIZITE TUMPER	DDECCTIDE MDEAMED TIMES BACKETS	017505	05/16/10	240.02	01100
101-756.000-726.000	07/10/13	JONESVILLE LUMBER	PRESSURE TREATED LUMBER, FASTENERS,	01/303	05/16/19	249.93	81120
			Total For Check 81120			249.93	
Check 81121							
101-276.000-726.000	05/16/19	WEST MICH FLAGS	12X18 STICK FLAGS	4406	05/16/19	939.52	81121
					_		

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	neck #
Invoice Age: Less That Check 81121	an 30 Days						
Oncon Olizi			Total For Check 81121			939.52	
Check 81122							
588-588.000-801.000	05/16/19	KEY OPPORTUNITIES, INC.	GRANT	203935	05/16/19	8,750.00	81122 81122
588-588.000-801.000	05/16/19	KEY OPPORTUNITIES, INC.	GRANT - STATE OPERATING ASSISTANCE	203935/	05/16/19	8,750.00	81122
			Total For Check 81122			17,500.00	
Check 81123							
101-301.000-726.000	05/16/19	KUSTOM SIGNALS, INC	VANTAGE BODY WORN VIDEOS/REPAIRED		05/16/19	1,490.00	81123
101-301.000-930.000	05/16/19 05/16/19	KUSTOM SIGNALS, INC KUSTOM SIGNALS, INC	VANTAGE BODY WORN VIDEOS/REPAIRED : VANTAGE BODY WORN VIDEOS/REPAIRED :		05/16/19	612.00 149.50	81123 81123
101-301.000-930.000	03/16/19	RUSIOM SIGNALS, INC	VANIAGE BODI WORN VIDEOS/REPAIRED .	DI 3030/9	05/16/19 <b>-</b>	149.50	01123
			Total For Check 81123			2,251.50	
Check 81124 101-175.000-806.000	05/16/19	LOVINGER & THOMPSON, PC	LEGAL FEES	04.302019	05/16/19	1,980.00	81124
			Total For Check 81124		_	1,980.00	
Check 81125	/ /				/ /		
101-301.000-742.000	05/16/19	NYE UNIFORM COMPANY	S/S SHIRTS/PANTS - HOLTZ	694763	05/16/19 <b>-</b>	219.96	81125
			Total For Check 81125			219.96	
Check 81126	05 /16 /10	0.7.7.7.7.7.0.7.0.7.0.7.0.7.0.7.0.7.0.7	V=110 - V=1=10= V=1 0==100	- 05 07 0010	05 /16 /10	111 00	01106
101-209.000-860.000	05/16/19 05/16/19	OLIVIA JONES OLIVIA JONES	MEALS & MILEAGE - MAA SPRING SCHOO MEALS & MILEAGE - MAA SPRING SCHOO		05/16/19 05/16/19	111.82 53.28	81126 81126
101-209.000-862.000	03/10/19	OLIVIA JONES	MEALS & MILEAGE - MAA SPRING SCHOOL	ь 05.07.2019	03/16/19	33.20	01120
			Total For Check 81126			165.10	
Check 81127	/ /						
640-444.000-801.301	05/16/19	PARNEY'S CAR CARE	OIL CHANGE - UNIT 2-5(16 EXPLORER) OIL CHANGE - UNIT 2-5(16 EXPLORER)		05/16/19	34.50	81127 81127
640-444.000-801.301 640-444.000-801.301	05/16/19 05/16/19	PARNEY'S CAR CARE PARNEY'S CAR CARE	OIL CHANGE - UNIT 2-5(16 EXPLORER) OIL CHANGE - UNIT 2-5(16 EXPLORER)		05/16/19 05/16/19	34.50 51.99	81127
640-444.000-801.301	05/16/19	PARNEY'S CAR CARE	OIL CHANGE - UNIT 2-5(16 EXPLORER)		05/16/19	34.50	81127
			Total For Check 81127		<del>-</del>	155.49	
Check 81129			Total for oncex offer			100.49	
101-295.000-930.000	05/16/19	PERFORMANCE AUTOMOTIVE	MAINT & REPAIRS - BATWING MOWER	10284-1283256	05/16/19	9.89	81129
101-336.000-726.000	05/16/19	PERFORMANCE AUTOMOTIVE	OIL DRY/DIESEL EXHAUST FLUID (ENGI	N: 10284-123523	05/16/19	92.90	81129
101-336.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	OIL DRY/DIESEL EXHAUST FLUID (ENGI	N: 10284-1283808	05/16/19	45.16	81129
640-444.000-726.000	05/16/19	PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT	E:10284-1283771	05/16/19	23.68	81129
640-444.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT		05/16/19	78.75	81129
640-444.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT		05/16/19	(78.75)	81129
640-444.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT		05/16/19	103.29	81129
640-444.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT: BRK PADS, DOOR HANDLE, PATCH, BATT:		05/16/19	6.59 23.98	81129 81129
640-444.000-730.000 640-444.000-730.000	05/16/19 05/16/19	PERFORMANCE AUTOMOTIVE PERFORMANCE AUTOMOTIVE	BRK PADS, DOOR HANDLE, PATCH, BATT		05/16/19 05/16/19	51.99	81129
040 444.000 730.000	00/10/19	IBM ON MINCE MOTOROTIVE	, , ,	L. 10204 1203313	-		01123
Charle 01121			Total For Check 81129			357.48	
Check 81131 101-400.000-810.000	05/16/19	PLANNING & ZONING CENTER. I	NC.2019-20 PZN SUBSCRIPTION	9/19-8/20	05/16/19	185.00	81131
	-0, +0, +0		Total For Check 81131	1,13 0,20	-	185.00	
Check 81132			TOTAL FOI CHECK OILSI			100.00	
101-301.000-742.000	05/16/19	POWERS CLOTHING, INC.	ALTERATIONS - PATCHES SEWN ON SHIR	T 05.31.2019	05/16/19	9.00	81132
			Total For Check 81132		_	9.00	
Check 81133							

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Invoice Age: Less That Check 81133	an 30 Days						
101-253.000-726.000	05/16/19	PRINTING SYSTEMS, INC	A/P CHECKS	207400	05/16/19	119.78	81133
			Total For Check 81133		_	119.78	
Check 81134 640-444.000-801.000	05/16/19	PURITY CYLINDER GASES, INC.	CYLINDER RENTAL	00751297	05/16/19	47.80	81134
			Total For Check 81134		_	47.80	
Check 81135							
101-175.000-801.000 271-790.000-801.000	05/16/19 05/16/19	SONIT SYSTEMS, LLC SONIT SYSTEMS, LLC	NETADMIN - APRIL 2019 MONTHLY BILL COMPUTER	57080-CITY 57084	05/16/19 05/16/19	1,239.00 143.75	81135 81135
			Total For Check 81135		_	1,382.75	
Check 81136 101-295.000-920.000	05/16/19	SPRATT'S	LP GAS DELIVERY	47531	05/16/19	175.77	81136
			Total For Check 81136		_	175.77	
Check 81137 640-444.000-801.301	05/16/19	STILLWELL FORD MERCURY, INC	SERVICE REPAIRS - UNIT 2-7 (17 EXP	т., 613420	05/16/19	2,315.81	81137
010 111,000 001,001	00, 10, 13	orranger rolls indicate, rice	Total For Check 81137	2 010 120	-	2,315.81	
Check 81139	05/46/40				05/06/0		01100
247-900.000-726.000	05/16/19	STOCKHOUSE CORPORATION	PRESENTATION POSTERS FOR DAWN THEA	T. 190444	05/16/19 <b>-</b>	75.00	81139
Check 81140			Total For Check 81139			75.00	
101-301.000-801.000	05/16/19	TRANSUNION RISK AND ALTERNAT	INONLINE INVESTIGATIVE SYSTEM BILLIN	G 05/01/2019	05/16/19	50.00	81140
			Total For Check 81140		_	50.00	
Check 81141 101-756.000-801.000	05/16/19	TUCKER'S SALES AND SERVICE I	N( PUMP REPAIRS	37592	05/16/19	410.00	81141
			Total For Check 81141		-	410.00	
Check 81142							
101-265.000-801.000	05/16/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0059243	05/16/19	15.51	81142
101-265.000-801.000	05/16/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0058629	05/16/19	15.51	81142
101-441.000-742.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0058628	05/16/19	30.84	81142
101-441.000-742.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0059242	05/16/19	30.84	81142
101-441.000-801.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0058628	05/16/19	36.58	81142
101-441.000-801.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0059242	05/16/19	36.58	81142
588-588.000-801.000	05/16/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0058645	05/16/19	35.75	81142
640-444.000-742.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0058628	05/16/19	14.92	81142
640-444.000-742.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0059242	05/16/19	14.92	81142
640-444.000-801.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0058628	05/16/19	13.14	81142
640-444.000-801.000	05/16/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0059242	05/16/19	13.14	81142
Charle 01144			Total For Check 81142			257.73	
Check 81144 101-301.000-801.000	05/16/19	VERIZON WIRELESS	NETWORK ACCESS FEE FOR IN-CAR MOBI	L: 9829283025	05/16/19	160.04	81144
			Total For Check 81144		_	160.04	
Check 81145	05/46/45				0= /4.6./		0.5.5.5
101-295.000-740.000	05/16/19	WATKINS OIL COMPANY	FLEET FUEL USAGE - APRIL 2019	04.30.2019	05/16/19	88.93	81145
101-336.000-740.000	05/16/19	WATKINS OIL COMPANY	FLEET FUEL USAGE - APRIL 2019	04.30.2019	05/16/19	378.13	81145
588-588.000-740.000	05/16/19	WATKINS OIL COMPANY	FLEET FUEL USAGE - APRIL 2019	04.30.2019	05/16/19	1,752.51	81145

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Invoice Age: Less Th	an 30 Days						
Check 81145 640-444.000-740.000	05/16/19	WATKINS OIL COMPANY	FLEET FUEL USAGE - APRIL 2019	04.30.2019	05/16/19	2,019.84	81145
640-444.000-740.301	05/16/19	WATKING OIL COMPANY	FLEET FUEL USAGE - APRIL 2019	04.30.2019	05/16/19	2,074.94	81145
			Total For Check 81145		_	6,314.35	
Check 81146							
101-265.000-930.000	05/16/19	WHITES WELDING SERVICE	BACKFLOW PREVENTER W/ VALVES	19/05720	05/16/19	638.58	81146
			Total For Check 81146		_	638.58	
Check 81147							
101-441.000-955.588	05/16/19	WORKHEALTH-QUINCY, PLLC	DOT PHYS. DRUG TESTING	6155	05/16/19	57.00	81147
588-588.000-955.588	05/16/19	WORKHEALTH-QUINCY, PLLC	DOT PHYS. DRUG TESTING	6155	05/16/19	70.00	81147
			Total For Check 81147		_	127.00	
			Total For Age Less Than 30 Days		_	113,311.13	

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountheck
		Fund Totals	:			
			Fund 101 GENERAL FUND			24,128.59
			Fund 202 MAJOR ST./TRUNKLINE FUND			368.12
			Fund 203 LOCAL ST. FUND			165.88
			Fund 208 RECREATION FUND			60.92
			Fund 244 ECONOMIC DEVELOPMENT CORP	FU		500.00
			Fund 247 TAX INCREMENT FINANCE ATH.			10,097.99
			Fund 271 LIBRARY FUND			873.96
			Fund 401 CAPITAL IMPROVEMENT FUND			10,425.74
			Fund 481 AIRPORT IMPROVEMENT FUND			37 <b>,</b> 319.92
			Fund 588 DIAL-A-RIDE FUND			20,639.75
			Fund 633 PUBLIC SERVICES INV. FUND			520.92
			Fund 640 REVOLVING MOBILE EQUIP. FU			7,634.87
			Fund 699 DPS LEAVE AND BENEFITS FUN	1D		574.47
			Total For All Funds:	_		113,311.13
TOTALS BY GL	DISTRIBUTION					
		101-000.000-214.582	DUE TO ELECTRIC			28.88
		101-172.000-715.000	HEALTH AND LIFE INSURANCE			136.01
		101-173.000-801.000	CONTRACTUAL SERVICES			677.50
		101-174.000-862.000	LODGING AND MEALS			30.00
		101-175.000-801.000	CONTRACTUAL SERVICES			1,239.00
		101-175.000-806.000	LEGAL SERVICES			1,980.00
		101-209.000-715.000	HEALTH AND LIFE INSURANCE			52.77
		101-209.000-801.000	CONTRACTUAL SERVICES			1,240.00
		101-209.000-860.000	TRANSPORTATION AND MILEAGE			111.82
		101-209.000-862.000	LODGING AND MEALS			53.28
		101-215.000-715.000	HEALTH AND LIFE INSURANCE			52.77
		101-215.000-801.000	CONTRACTUAL SERVICES			57.00
		101-219.000-715.000	HEALTH AND LIFE INSURANCE			166.46
		101-219.000-801.000	CONTRACTUAL SERVICES			1,322.50
		101-253.000-726.000	SUPPLIES			119.78
		101-253.000-801.000	CONTRACTUAL SERVICES			1,107.00
		101-265.000-726.000	SUPPLIES			47.50
		101-265.000-801.000	CONTRACTUAL SERVICES			231.02
		101-265.000-920.000	UTILITIES			243.98
		101-265.000-925.000	TELEPHONE			1,301.72
		101-265.000-930.000	REPAIRS & MAINTENANCE			1,706.78
		101-266.000-801.000	CONTRACTUAL SERVICES			300.00
		101-276.000-726.000	SUPPLIES			939.52
		101-295.000-726.000	SUPPLIES			9.50
		101-295.000-740.000	FUEL AND LUBRICANTS			468.83
		101-295.000-920.000	UTILITIES			175.77
		101-295.000-930.000	REPAIRS & MAINTENANCE			205.69
		101-301.000-715.000	HEALTH AND LIFE INSURANCE			1,088.04
		101-301.000-726.000	SUPPLIES			1,631.08
		101-301.000-742.000	CLOTHING / UNIFORMS			282.86
		101-301.000-801.000	CONTRACTUAL SERVICES			210.04
		101-301.000-860.000	TRANSPORTATION AND MILEAGE			121.60
		101-301.000-900.000	PRINTING			102.80
		101-301.000-930.000	REPAIRS & MAINTENANCE			800.50
		101-336.000-715.000	HEALTH AND LIFE INSURANCE			166.48
		101-336.000-726.000	SUPPLIES			184.77
		101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			45.16
		101-336.000-740.000	FUEL AND LUBRICANTS			378.13
		101-336.000-742.000	CLOTHING / UNIFORMS			52.00
		101-336.000-920.000	UTILITIES			197.23
		101-372.000-801.372	CONTRACTUAL SERVICES - CODE ENFORCE	EME		210.00

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		101-400.000-715.000	HEALTH AND LIFE INSURANCE			105.54
		101-400.000-726.000	SUPPLIES			51.24
		101-400.000-810.000	DUES AND SUBSCRIPTIONS			185.00
		101-441.000-715.000	HEALTH AND LIFE INSURANCE			166.46
		101-441.000-726.000	SUPPLIES			113.33
		101-441.000-742.000	CLOTHING / UNIFORMS			61.68
		101-441.000-801.000	CONTRACTUAL SERVICES			141.88
		101-441.000-955.588	MISC CDL LICENSING/TESTING			57.00
		101-756.000-726.000	SUPPLIES			329.23
		101-756.000-801.000	CONTRACTUAL SERVICES			3,310.00
		101-756.000-930.000	REPAIRS & MAINTENANCE			131.46
		202-460.000-801.000	CONTRACTUAL SERVICES			352.88
		202-460.500-801.000	CONTRACTUAL SERVICES			15.24
		203-460.000-801.000	CONTRACTUAL SERVICES			131.88
		203-480.000-726.000	SUPPLIES			34.00
		208-751.000-715.000	HEALTH AND LIFE INSURANCE			60.92
		244-174.000-801.000	CONTRACTUAL SERVICES			500.00
		247-900.000-726.000	SUPPLIES			97.99
		247-900.000-801.249	CONTRACTUAL SERVICES BUS EXPANSION			10,000.00
		271-790.000-715.000	HEALTH AND LIFE INSURANCE			136.01
		271-790.000-726.000	SUPPLIES			89.26
		271-790.000-801.000	CONTRACTUAL SERVICES			143.75
		271-790.000-925.000	TELEPHONE			271.68
		271-790.000-930.000	REPAIRS & MAINTENANCE			11.49
		271-790.000-982.000	BOOKS			221.77
		401-453.000-801.000	CONTRACTUAL SERVICES			10,425.74
		481-900.000-740.295	FUEL AND LUBRICANTS - AVIATIO			37,319.92
		588-588.000-715.000	HEALTH AND LIFE INSURANCE			152.31
		588-588.000-726.000	SUPPLIES			368.68
		588-588.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			610.50
		588-588.000-740.000	FUEL AND LUBRICANTS			1,752.51
		588-588.000-801.000	CONTRACTUAL SERVICES			17,685.75
		588-588.000-955.588	MISC CDL LICENSING/TESTING			70.00
		633-000.000-111.000	INVENTORY - MAT. AND SUPPLIES			520.92
		640-444.000-715.000	HEALTH AND LIFE INSURANCE			196.93
		640-444.000-726.000	SUPPLIES			40.66
		640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			717.41
		640-444.000-730.301	POLICE VEH/EQUP MAINT SUPPLIE			9.87
		640-444.000-740.000	FUEL AND LUBRICANTS			2,019.84
		640-444.000-740.301	FUEL AND LUBRICANTS-POLICE			2,074.94
		640-444.000-742.000	CLOTHING / UNIFORMS			29.84
		640-444.000-801.000	CONTRACTUAL SERVICES			74.08
		640-444.000-801.301	POLICE VEHICLE REPAIR			2,471.30
		699-441.000-715.000	HEALTH AND LIFE INSURANCE			574.47

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Invoice Age: Less That Check <none></none>	an 30 Days						
582-000.000-110.000	05/16/19	AMERICAN COPPER AND BRASS, L	L( CREDIT	19SCM000315	05/16/19	(12.00)	
			Total For Check <none></none>		_	(12.00)	
Check 11 582-543.000-726.000 582-543.000-930.000	05/16/19 05/16/19	AMERICAN COPPER AND BRASS, L AMERICAN COPPER AND BRASS, L		19IBV017966 *18SCM00208	05/16/19 05/16/19	22.50 (119.33)	11 11
			Total For Check 11		_	(96.83)	
Check 70950 582-544.000-970.000	05/07/19	COLDWATER BOARD OF PUBLIC UT	IIUSED DIGGER DERRICK	03.22.2019	05/07/19	10,000.00	70950
			Total For Check 70950			10,000.00	
Check 70951 582-175.000-801.000	05/16/19	ACD	MONTHLY FIBER RENTAL	42187-135	05/16/19	202.00	70951
			Total For Check 70951		_	202.00	
Check 70952 582-544.000-730.000	05/16/19	ADKINS AUTOMOTIVE LLC	39-17 OIL CHANGE	04/01/2019	05/16/19	33.33	70952
			Total For Check 70952		-	33.33	
Check 70953 582-544.000-970.000-1 582-544.000-970.000-1 590-547.000-930.000		AMAZON CAPITAL SERVICES, INC	REPLACEMENT BATTERIES FOR SCADA EQU REPLACEMENT BATTERIES FOR SCADA EQU AUTOMATIC GREASE LUBRICATOR FOR DIG	J 1F63-N3WJ-C443	05/16/19 05/16/19 05/16/19	235.88 173.44 186.72	70953 70953 70953
590-547.000-930.000	05/16/19	·	CREDIT MEMO FOR PO 19-11521	1T1V-MVV1-XC77	05/16/19	(186.72)	70953
			Total For Check 70953			409.32	
Check 70954 582-000.000-040.000	05/13/19	ANAYA-TORRES, BARRIE E	UB refund for account: 021722	05/13/2019	05/16/19	29.00	70954
			Total For Check 70954			29.00	
Check 70955 582-175.000-925.000 590-175.000-925.000 591-175.000-925.000	05/16/19 05/16/19 05/16/19	AT&T AT&T AT&T	TELEPHONE SERVICE TELEPHONE SERVICE TELEPHONE SERVICE	517R21057605-BPU 517R21057605-BPU 517R21057605-BPU	05/16/19	379.19 189.59 189.59	70955 70955 70955
			Total For Check 70955		_	758.37	
Check 70956 582-000.000-040.000	05/09/19	BECK, ANGEL	UB refund for account: 030498	05/09/2019	05/16/19	121.00	70956
			Total For Check 70956		_	121.00	
Check 70957 590-175.000-810.000	05/16/19	BILL BRIGGS	WASTEWATER LICENSE RENEWAL FEE	5.2.2019	05/16/19	95.00	70957
			Total For Check 70957		-	95.00	
Check 70958 582-175.000-715.000 590-175.000-715.000 591-175.000-715.000	05/16/19 05/16/19 05/16/19	BLUE CROSS & BLUE SHIELD OF	MIDENTAL & VISION INSURANCE GROUP 007 MIDENTAL & VISION INSURANCE GROUP 007 MIDENTAL & VISION INSURANCE GROUP 007	016176/015368	05/16/19 05/16/19 05/16/19	981.40 354.72 401.44	70958 70958 70958
			Total For Check 70958		-	1,737.56	
Check 70959 582-175.000-801.000	05/16/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612022	05/16/19	1,480.77	70959

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Invoice Age: Less The Check 70959	an 30 Days						
590-175.000-801.000 591-175.000-801.000	05/16/19 05/16/19	BRIDGESTONE AMERICAS, INC BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING MONTHLY PROCESSING	612022 612022	05/16/19 05/16/19	740.39 740.38	70959 70959
			Total For Check 70959		_	2,961.54	
Check 70960	05/16/10		ANNUAL GUDDODE MAY 10E 0010 MAY	100001 DDH	05/16/10	1 000 00	70960
582-000.000-123.000 590-000.000-123.000	05/16/19 05/16/19	BS&A SOFTWARE BS&A SOFTWARE	ANNUAL SUPPORT - MAY 1ST 2019 - MAY ANNUAL SUPPORT - MAY 1ST 2019 - MAY		05/16/19 05/16/19	1,000.00 500.00	70960
591-000.000-123.000	05/16/19	BS&A SOFTWARE	ANNUAL SUPPORT - MAY 1ST 2019 - MAY		05/16/19	500.00	70960
			Total For Check 70960		_	2,000.00	
Check 70961							
582-175.000-801.000	05/16/19	BSB COMMUNICATIONS INC	TELEPHONE	145608-BPU	05/16/19	27.50	70961
590-175.000-801.000 591-175.000-801.000	05/16/19 05/16/19	BSB COMMUNICATIONS INC BSB COMMUNICATIONS INC	TELEPHONE TELEPHONE	145608-BPU 145608-BPU	05/16/19 05/16/19	13.75 13.75	70961 70961
391-173.000-801.000	03/10/19	BSB COMMUNICATIONS INC		143000-BF0	03/10/19		70301
			Total For Check 70961			55.00	
Check 70962	05/16/10	DUGINEGO CADD	2010 MIGH ENERGY PROVIDERS CONFEDEN	04 00 0010	05/16/10	21 00	70962
582-175.000-861.000 582-175.000-861.000	05/16/19 05/16/19	BUSINESS CARD BUSINESS CARD	2019 MICH ENERGY PROVIDERS CONFEREN LODGING - CADILLAC MI	04/10/.2019	05/16/19 05/16/19	21.00 450.50	70962
582-543.000-930.000	05/16/19	BUSINESS CARD	SAND FILTER FOR COOLING WATER	04.24/2019	05/16/19	389.49	70962
			Total For Check 70962		_	860.99	
Check 70963							
582-175.000-930.000	05/16/19	CINTAS CORPORATION	MATT'S	4021854955	05/16/19	20.00	70963
582-175.000-930.000	05/16/19 05/16/19	CINTAS CORPORATION CINTAS CORPORATION	MATT'S	4021385874	05/16/19	20.00 10.00	70963 70963
590-175.000-930.000 590-175.000-930.000	05/16/19	CINTAS CORPORATION CINTAS CORPORATION	MATT'S MATT'S	4021854955 4021385874	05/16/19 05/16/19	10.00	70963
591-175.000-930.000	05/16/19	CINTAS CORPORATION	MATT'S	4021854955	05/16/19	10.00	70963
591-175.000-930.000	05/16/19	CINTAS CORPORATION	MATT'S	4021385874	05/16/19	10.00	70963
			Total For Check 70963			80.00	
Check 70964	05/06/0			05 45 0040	0= /1.6 /1.0	00 054 55	70064
582-000.000-214.101 590-000.000-214.101	05/16/19 05/16/19	CITY OF HILLSDALE CITY OF HILLSDALE	OUTSTANDING PAYABLES OUTSTANDING PAYABLES	05.15.2019 05.15.2019	05/16/19 05/16/19	20,954.75 10,590.14	70964 70964
591-000.000-214.101	05/16/19	CITY OF HILLSDALE	OUTSTANDING PAYABLES OUTSTANDING PAYABLES	05.15.2019	05/16/19	10,477.37	70964
			Total For Check 70964		_	42,022.26	
Check 70966							
590-000.000-040.000	05/15/19	CURBY, KEVIN R	UB refund for account: 025100	05/15/2019	05/16/19	19.90	70966
591-000.000-040.000	05/15/19	CURBY, KEVIN R	UB refund for account: 025100	05/15/2019	05/16/19	14.10	70966
			Total For Check 70966			34.00	
Check 70967	05/16/19	CURRENT OFFICE SOLUTIONS	NOTARY CHAMR	625871-00	05/16/19	10.50	70967
582-175.000-726.000 582-175.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS  CURRENT OFFICE SOLUTIONS	NOTARY STAMP STAPLER, CARTRIDGE STAPLES & YELLOW		05/16/19	31.05	70967
590-175.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	NOTARY STAMP	625871-00	05/16/19	5.25	70967
590-175.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	STAPLER, CARTRIDGE STAPLES & YELLOW	625716-00	05/16/19	15.52	70967
591-175.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	NOTARY STAMP	625871-00	05/16/19	5.24	70967
591-175.000-726.000	05/16/19	CURRENT OFFICE SOLUTIONS	STAPLER, CARTRIDGE STAPLES & YELLOW	.625716-00	05/16/19	15.52	70967
Glass 1 70060			Total For Check 70967			83.08	
Check 70968 582-000.000-040.000	05/08/19	DESJARDIN, JOHN P	UB refund for account: 025910	05/08/2019	05/16/19	16.26	70968

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590-000.000-040.000 591-000.000-040.000	05/08/19 05/08/19	DESJARDIN, JOHN P DESJARDIN, JOHN P	UB refund for account: 025910 UB refund for account: 025910	05/08/2019 05/08/2019	05/16/19 05/16/19	11.18 9.14	70968 70968
			Total For Check 70968		_	36.58	
Check 70969 591-544.000-742.000	05/16/19	DUSTIN WHEELER	BOOT ALLOWANCE	3110	05/16/19	150.00	70969
			Total For Check 70969			150.00	
Check 70970 582-543.000-726.000 591-544.000-742.000	05/16/19 05/16/19	FAMILY FARM & HOME FAMILY FARM & HOME	PAINT BOOTS - DUSTIN	432/54 433/54	05/16/19 05/16/19	11.98 26.99	70970 70970
331 344.000 742.000	03/10/19	FAMILI FARM & HOME	Total For Check 70970	133/34		38.97	,03,0
Check 70971			Total For Check 70570			30.91	
582-543.000-930.000	05/16/19	FRANKS POOL	SAND FOR FILTER	05.03.2019	05/16/19	61.50	70971
			Total For Check 70971			61.50	
Check 70972 582-175.000-861.000	05/16/19	GARRETT ADAMS	REIMBURSEMENT	05/07.2019	05/16/19	141.39	70972
			Total For Check 70972			141.39	
Check 70973	/ /				/ /		70070
590-547.000-930.000	05/16/19	GELZER & SON INC	PAINT SUPPLIES	C325843	05/16/19	105.27	70973
Check 70974			Total For Check 70973			105.27	
582-543.000-726.000 590-547.000-726.900	05/16/19 05/16/19	HEFFERNAN SOFT WATER SERVICE HEFFERNAN SOFT WATER SERVICE	DISTILLED WATER DISTILLED WATER FOR WWTP LAB	114045 114196	05/16/19 05/16/19	15.00 26.25	70974 70974
			Total For Check 70974		_	41.25	
Check 70975	05/16/10		3.000.000.000	100550	05 /16 /10	464.00	70975
582-543.000-726.000	05/16/19	HERITAGE CRYSTAL CLEAN, LLC	ABSORBENT PADS	128772	05/16/19	464.00	70975
Check 70976			Total For Check 70975			464.00	
582-175.000-880.000 590-175.000-880.000 591-175.000-880.000	05/16/19 05/16/19 05/16/19	HILLSDALE MEDIA GROUP HILLSDALE MEDIA GROUP HILLSDALE MEDIA GROUP	SPONSOR HUMANE SOCIETY, FIRE HYDRAN SPONSOR HUMANE SOCIETY, FIRE HYDRAN SPONSOR HUMANE SOCIETY, FIRE HYDRAN	1904-00000849	05/16/19 05/16/19 05/16/19	238.77 119.38 119.38	70976 70976 70976
591-175.000-905.000	05/16/19	HILLSDALE MEDIA GROUP	SPONSOR HUMANE SOCIETY, FIRE HYDRAN		05/16/19	348.75	70976
			Total For Check 70976			826.28	
Check 70977 591-544.000-930.000	05/16/19	JEFF GIER	MILAGE REIMBURSEMENT FOR LEAD AND C	05.15.2019	05/16/19	194.00	70977
			Total For Check 70977			194.00	
Check 70978 582-543.000-930.000	05/16/19	JONESVILLE LUMBER	CEMENT BLOCKS	817027	05/16/19	8.24	70978
			Total For Check 70978		_	8.24	
Check 70979 582-544.000-726.800	05/16/19	MENDALI ELECEDIO		S107834969.001	05/16/19	103.55	70979
J02-J44.UUU-/20.8UU	03/10/13	KENDALL ELECTRIC	3 INCH 90'S AND PULLING LUBE	S10/034909.001	03/10/13		10919
			Total For Check 70979			103.55	

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Invoice Age: Less That Check 70981	an 30 Days						
582-000.000-040.000	05/06/19	MARCH, MORGAN T	UB refund for account: 030354	05/06/2019	05/16/19	89.00	70981
			Total For Check 70981		_	89.00	
Check 70982 590-547.000-970.000-3	19 05/16/19	MENDE ENGINEERING SOLUTIONS	LIPHASE 1 CONSTRUCTION DOCUMENTS FOR	1729	05/16/19	7,600.00	70982
030 017.000 370.000	13 00, 10, 13	nenez enernezarine edelerione	Total For Check 70982	. , , ,	_	7,600.00	
Check 70983			Total for theek 70302			7,000.00	
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01496	05/16/19	286.50	70983
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01608	05/16/19	286.50	70983
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01315	05/16/19	286.50	70983
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01206	05/16/19	286.50	70983
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01138	05/16/19	168.25	70983
590-547.000-801.000	05/16/19	MERIT LABORATORIES	BEF COMPLIANCE	01357	05/16/19	209.50	70983
			Total For Check 70983		_	1,523.75	
Check 70984						,	
582-175.000-920.400	05/16/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	2668288334-00000	05/16/10	19.40	70984
590-175.000-920.400	05/16/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	2668288334-00000		9.70	70984
							70984
591-175.000-920.400	05/16/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	2668288334-00000	03/16/19	9.69	70904
			Total For Check 70984			38.79	
Check 70985							
591-000.000-110.000	05/16/19	MICHIGAN PIPE & VALVE	WATER INVENTORY AND PARTS	J017017	05/16/19	3,000.00	70985
591-544.000-930.000	05/16/19	MICHIGAN PIPE & VALVE	WATER INVENTORY AND PARTS	J017017	05/16/19	238.34	70985
			Total For Check 70985		_	3,238.34	
Check 70986							
590-547.000-861.000	05/16/19	MICHIGAN RURAL WATER ASSOCIA	TIPERIMIT REQUIRED CONFINED SPACE SEN	1 R5954	05/16/19	140.00	70986
591-543.000-861.000	05/16/19	MICHIGAN RURAL WATER ASSOCIA	TIPERIMIT REQUIRED CONFINED SPACE SEM	1 R5956	05/16/19	145.00	70986
			Total For Check 70986		_	285.00	
Check 70987							
582-544.000-730.000	05/16/19	NORM'S TIREMAN	TRAILER TIRE REPLACEMENT	5200058188	05/16/19	257.67	70987
			Total For Check 70987			257.67	
Check 70988	0= /1 6 /1 0				05/46/40	400 50	70000
591-544.000-726.800	05/16/19	NORTH CENTRAL LABORATORIES I	NCCHLORIDE TEST REAGENT	422748	05/16/19	102.50	70988
			Total For Check 70988			102.50	
Check 70989							
582-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	OUTSTANDING COLLECTIONS	173800000072	05/16/19	24.14	70989
582-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	928789	05/16/19	67.32	70989
590-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	OUTSTANDING COLLECTIONS	173800000072	05/16/19	12.07	70989
590-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	928789	05/16/19	33.66	70989
591-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	OUTSTANDING COLLECTIONS	173800000072	05/16/19	12.07	70989
591-175.000-801.000	05/16/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	928789	05/16/19	33.67	70989
			Total For Check 70989		_	182.93	
Check 70990							
582-544.000-730.000	05/16/19	PERFORMANCE AUTOMOTIVE	BATTERIES AND HEADLIGHT 39-23	10284-1283844	05/16/19	282.37	70990
591-544.000-930.000	05/16/19	PERFORMANCE AUTOMOTIVE	PENTAGON SOCKETS	10284-1283122	05/16/19	38.38	70990
					_		

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Invoice Age: Less That Check 70990	an 30 Days						
			Total For Check 70990			320.75	
Check 70991					/ /		
582-000.000-040.000	05/15/19	PETERS, JONATHAN M	UB refund for account: 035286	05/15/2019	05/16/19	28.46	70991
590-000.000-040.000	05/15/19	PETERS, JONATHAN M	UB refund for account: 035286	05/15/2019	05/16/19	10.85	70991
591-000.000-040.000	05/15/19	PETERS, JONATHAN M	UB refund for account: 035286	05/15/2019	05/16/19	7.69	70991
			Total For Check 70991			47.00	
Check 70992							
582-000.000-110.000	05/16/19	POWERLINE SUPPLY	INVENTORY	56361049	05/16/19	1,854.13	70992
582-000.000-110.000	05/16/19	POWERLINE SUPPLY	INVENTORY	56361050	05/16/19	1,285.08	70992
582-544.000-726.800	05/16/19	POWERLINE SUPPLY	RUBBER GOODS TESTING	56362922	05/16/19	722.00	70992
			Total For Check 70992		_	3,861.21	
Check 70993							
590-175.000-801.000	05/16/19	SAFETY SYSTEMS, INC	QTRLY LEASE MAINT MAY- JULY	493224	05/16/19	180.00	70993
			Total For Check 70993		_	180.00	
Check 70994							
582-175.000-801.200	05/16/19	SONIT SYSTEMS, LLC	NETADMIN - APRIL 2019	57080-BPU	05/16/19	929.25	70994
590-175.000-801.200	05/16/19	SONIT SYSTEMS, LLC	NETADMIN - APRIL 2019	57080-BPU	05/16/19	464.62	70994
591-175.000-801.200	05/16/19	SONIT SYSTEMS, LLC	NETADMIN - APRIL 2019	57080-BPU	05/16/19	464.63	70994
			Total For Check 70994		-	1,858.50	
Check 70995							
582-175.000-925.000	05/16/19	SPRINT	CELL PHONES	893827215-138	05/16/19	464.74	70995
590-175.000-925.000	05/16/19	SPRINT	CELL PHONES	893827215-138	05/16/19	232.37	70995
591-175.000-925.000	05/16/19	SPRINT	CELL PHONES	893827215-138	05/16/19	232.36	70995
			Total For Check 70995		-	929.47	
Check 70996			Total Tol Gloon 70330			323.17	
582-000.000-265.000	05/16/19	STATE OF MICHIGAN	SALES TAX	05.16.2019	05/16/19	30,692.78	70996
582-000.000-693.000	05/16/19	STATE OF MICHIGAN	SALES TAX	05.16.2019	05/16/19	(188.41)	70996
302-000.000-093.000	03/10/19	STATE OF MICHIGAN		03.10.2019	03/10/19		70330
			Total For Check 70996			30,504.37	
Check 70997 591-544.000-801.000	05/16/19	STATE OF MICHIGAN MDEQ	QUARTERLY WATER TESTING TTHM- HAA	2:761-10421561	05/16/19	350.00	70997
331 344.000 001.000	00/10/19	SIMIL OF MICHIGAN MADE	-	1 2: 701 10421301	-		,033,
			Total For Check 70997			350.00	
Check 70998 582-000.000-040.000	05/08/19	THOMAS, DIANA	UB refund for account: 014668	05/08/2019	05/16/19	1,281.00	70998
			Total For Check 70998		-	1,281.00	
Check 70999			Total for eneck 70550			1,201.00	
582-000.000-158.000-1	19 05/16/19	UIS PROGRAMMABLE SERVICES	FINAL SCADA PAYMENT	530356763	05/16/19	7,445.00	70999
			Total For Check 70999		-	7,445.00	
Check 71000						,	
590-547.000-726.900	05/16/19	USABLUEBOOK	CHEMICAL PUMP, RAIN GEAR, LAB SUF	ррт, 879793	05/16/19	550.58	71000
590-547.000-930.000	05/16/19	USABLUEBOOK	CHEMICAL PUMP, RAIN GEAR, LAB SUE		05/16/19	643.95	71000
591-544.000-726.800	05/16/19	USABLUEBOOK	SULFATE TEST REAGENT	875931	05/16/19	90.55	71000
591-544.000-726.800	05/16/19	USABLUEBOOK	CHEMICAL PUMP, RAIN GEAR, LAB SUE		05/16/19	291.80	71000
JJI J77.000 /72.000	00/±0/±3	00110110010010		.11.010100	-		. 1000
			Total For Check 71000			1,576.88	

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Invoice Age: Less Tha	an 30 Days						
582-544.000-801.000	05/16/19	MILSOFT	5-1-2019 IVR SUPPORT	20192226	05/16/19	254.00	71001
582-544.000-801.000	05/16/19	MILSOFT	5-1-2019 DISPATCH SUPPORT	20191989	05/16/19	666.67	71001
590-175.000-801.000	05/16/19	MILSOFT	5-1-2019 IVR SUPPORT	20192226	05/16/19	127.00	71001
591-175.000-801.000	05/16/19	MILSOFT	5-1-2019 IVR SUPPORT	20192226	05/16/19	126.99	71001
			Total For Check 71001		_	1,174.66	
Check 71002							
582-544.000-730.000	05/16/19	VERMEER OF MICHIGAN, INC	BORING TOOLS	P71448	05/16/19	2,729.47	71002
582-544.000-730.000	05/16/19	VERMEER OF MICHIGAN, INC	BORING TOOLS	P71482	05/16/19	580.15	71002
			Total For Check 71002		_	3,309.62	
Check 71003							
582-000.000-040.000	05/14/19	WALKER, APRIL L	UB refund for account: 030398	05/14/2019	05/16/19	34.47	71003
			Total For Check 71003			34.47	
Check 71004							
582-544.000-740.000	05/16/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1912001	05/16/19	1,660.92	71004
590-547.000-740.000	05/16/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1912001	05/16/19	111.18	71004
591-544.000-740.000	05/16/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1912001	05/16/19	389.50	71004
			Total For Check 71004			2,161.60	
Check 71005							
582-175.000-880.000	05/16/19	WCSR	ADS	131-00066-0002	05/16/19	88.50	71005
582-175.000-880.000	05/16/19	WCSR	ADS	131-00062-0003	05/16/19	95.00	71005
590-175.000-880.000	05/16/19	WCSR	ADS	131-00066-0002	05/16/19	44.25	71005
590-175.000-880.000	05/16/19	WCSR	ADS	131-00062-0003	05/16/19	47.50	71005
591-175.000-880.000	05/16/19	WCSR	ADS	131-00066-0002	05/16/19	44.25	71005
591-175.000-880.000	05/16/19	WCSR	ADS	131-00062-0003	05/16/19	47.50	71005
			Total For Check 71005			367.00	
Check 71006							
590-175.000-801.000	05/16/19	WORKHEALTH-QUINCY, PLLC	DOT PHYSICAL DUSTIN WHEELER	5816	05/16/19	70.00	71006
			Total For Check 71006			70.00	
			Total For Age Less Than 30 Days		_	132,334.16	
					-		

05/16/2019 02:26 PM User: gkeasal

DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE POST DATES 05/03/2019 - 05/16/2019

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

Page: 7/8

BANK CODE: BPUAP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountheck
		Fund Total	.s:			
			Fund 582 ELECTRIC FUND			88,875.77
			Fund 590 SEWER FUND			24,607.82
			Fund 591 WATER FUND			18,850.57
MOMATC DV CI	DI CEDIDITAN		Total For All Funds:			132,334.16
TOTALS BY GL	DISTRIBUTION	500 000 000 000				4 500 40
		582-000.000-040.000				1,599.19
		582-000.000-110.000				3,127.21
		582-000.000-123.000				1,000.00
			-19 CONSTRUCTION WORK IN PROGRESS			7,445.00
		582-000.000-214.101				20,954.75
		582-000.000-265.000				30,692.78
		582-000.000-693.000				(188.41)
		582-175.000-715.000				981.40
		582-175.000-726.000				41.55
		582-175.000-801.000				1,801.73
		582-175.000-801.200				929.25
		582-175.000-861.000	TRAINING & SEMINARS			612.89
		582-175.000-880.000	COMMUNITY PROMOTION			422.27
		582-175.000-920.400	UTILITIES - GAS			19.40
		582-175.000-925.000	TELEPHONE			843.93
		582-175.000-930.000	REPAIRS & MAINTENANCE			40.00
		582-543.000-726.000	SUPPLIES			513.48
		582-543.000-930.000	REPAIRS & MAINTENANCE			339.90
		582-544.000-726.800	SUPPLIES - OPERATIONS			825.55
		582-544.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			3,882.99
		582-544.000-740.000	FUEL AND LUBRICANTS			1,660.92
		582-544.000-801.000	CONTRACTUAL SERVICES			920.67
		582-544.000-970.000	CAPITAL OUTLAY			10,000.00
		582-544.000-970.000				409.32
		590-000.000-040.000				41.93
		590-000.000-123.000				500.00
		590-000.000-214.101				10,590.14
		590-175.000-715.000				354.72
		590-175.000-726.000				20.77
		590-175.000-801.000				1,176.87
		590-175.000-801.200				464.62
		590-175.000-810.000				95.00
		590-175.000-880.000				211.13
		590-175.000-920.400				9.70
		590-175.000-925.000				421.96
		590-175.000-930.000				20.00
		590-547.000-726.900				576.83
		590-547.000-720.900				111.18
						1,523.75
		590-547.000-801.000				•
		590-547.000-861.000				140.00
		590-547.000-930.000				749.22
		590-547.000-970.000				7,600.00
		591-000.000-040.000				30.93
		591-000.000-110.000				3,000.00
		591-000.000-123.000				500.00
		591-000.000-214.101				10,477.37
		591-175.000-715.000				401.44
		591-175.000-726.000				20.76
		591-175.000-801.000	CONTRACTUAL SERVICES			926.86
		591-175.000-801.200	COMPUTER			464.63

User: gkeasal DB: Hillsdale

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE POST DATES 05/03/2019 - 05/16/2019

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: BPUAP

\* AT START OF INVOICE NUMBER DENOTES INVOICE IS PARTIALLY PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountheck #
		591-175.000-880.000	COMMUNITY PROMOTION			211.13
		591-175.000-905.000	PUBLISHING / NOTICES			348.75
		591-175.000-920.400	UTILITIES - GAS			9.69
		591-175.000-925.000	TELEPHONE			421.95
		591-175.000-930.000	REPAIRS & MAINTENANCE			20.00
		591-543.000-861.000	TRAINING & SEMINARS			145.00
		591-544.000-726.800	SUPPLIES - OPERATIONS			193.05
		591-544.000-740.000	FUEL AND LUBRICANTS			389.50
		591-544.000-742.000	CLOTHING / UNIFORMS			468.79
		591-544.000-801.000	CONTRACTUAL SERVICES			350.00
		591-544.000-930.000	REPAIRS & MAINTENANCE			470.72

Page: 8/8

#### CITY COUNCIL MINUTES

City of Hillsdale Council Chambers May 20, 2019 7:00 P.M.

Regular Meeting

#### Call to Order and Pledge of Allegiance

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

#### Roll Call

Mayor Adam Stockford called the meeting to order.

Council Members present: Adam Stockford, Mayor

R. Gregory Stuchell, Ward 1 William Morrisey, Ward 2 Bruce Sharp, Ward 3 William Zeiser, Ward 3

Council Members absent: Matthew Bell, Ward 4

Raymond Briner, Ward 4

Council Member Morrisey, seconded by Zeiser, to excuse Council Member Bell and Council Member Briner.

Voice vote, passed unanimously.

Also present were: Attorney Jack Lovinger, Katy Price (City Clerk), Jake Hammel (DPS), Chris McArthur (BPU Director), Sam Fry (HDN), Rev. Mike Prince, Brian DuBois, Penny Swan, Dennis Wainscott, Ruth Brown, Kristi Fraga, Dr. J.T Horton and Diane Miller.

#### Approval of Agenda

Council Member Morrisey, seconded by Council Member Sharp, moved to approve the Agenda.

Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0.

#### **Public Comment**

Mr. Dennis Wainscott, 34 Garden St., commented on the ICE Grant construction inquiring about the timeline for hookups to the homes and laying of the grass.

#### Consent Agenda

- A. Approval of Bills
  - 1. City Claims of May 2, 2019: \$155,494.05
  - 2. BPU Claims of May 2, 2019: \$110,885.21
  - 3. Payroll of May 16, 2019: \$175,064.82
- B. City Council Minutes of May 6, 2019 Regular Meeting

- C. Budget Work Session of April 29, 2019
- D. Cemetery Minutes of May 1, 2019
- E. Operations and Governance Committee Minutes of May 7, 2019, February 28, 2019 and February 13, 2019
- F. Library Special Meeting Minutes of May 10, 2019
- G. April 2019 Financial Report
- H. Federal Grant Procurement Policy
- I. BPU: Replacement of 15KV Switches at Carleton and Mechanic Substations
- J. BPU: Water Treatment Plant Roof Replacement

Council Member Morrisey, seconded by Mayor Stockford, moved to approve the Consent Agenda.

#### Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0.

#### **Communications/Petitions**

- A. Summer Newsletter 2019
- B. TEDF Grant B Award Summary

The items of communications were received for informational purposes only.

## Introduction and Adoption of Ordinances/Public Hearings

A. FY2019-20 Budget Public Hearing

Mayor Stockford opened a public hearing at 7:10 p.m. to receive public comments on the FY 2019-20 Budget.

City Manager Mackie gave an overview of the revenues and expenditures as well as the few staff changes made within the year.

There being no further public comments, Mayor Stockford closed the public hearing at 7:25 p.m.

No further action taken.

#### **Unfinished Business**

#### A. I.C.E. Grant Project- Verbal Update

T&D Concrete is to lay the concrete curb tomorrow, Tuesday, May 21<sup>st</sup> in areas of Spring Street to the north end of Rippon Avenue as well as working on the concrete road section. This will get everything ready to lay asphalt in these sections.

#### **Old Business**

#### New Business

#### A. Library Roof Bid

Council Member Morrisey, seconded by Council Member Zeiser to award the contract to Michigan Roofing Group LLC in the amount of 79,726.75.

Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0.

#### B. ICMA-RC Managed Accounts Services Agreement

Council Member Stuchell, seconded by Council Member Morrisey to approve ICMA-RC managed accounts services agreement for City Manager Mackie.

#### Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0.

C. BPU: Adoption of the Standard Pole Attachment Agreement with Wireless Addendum

BPU Director McArthur discussed the agreement with council.

Council Member Morrisey, seconded by Council Member Sharp to adopt the standard attachment agreement with wireless addendum.

#### Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0

#### D. BPU: Purchase of Poles for Inventory

Council Member Sharp, seconded by Council Member Zeiser to approve the purchase of poles for inventory from Bell Lumber and Poles in the amount of \$32,930.00.

#### Roll call:

Council Member Stuchell	Aye
Council Member Morrisey	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Mayor Stockford	Aye

Motion passed 5-0

#### E. BPU: Rippon Avenue Extended Sanitary Sewer

BPU Director McArthur explained the need for the extension of sewer lines.

Council Member Stuchell, seconded by Council Member Sharp to approve replacing the additional 440 feet of sanitary sewer for the price of \$118,300.00 to be done by the general contractor Brussee/Brady Inc.

Roll call:

Council Member Stuchell Aye
Council Member Morrisey Aye
Council Member Sharp Aye
Council Member Zeiser Aye
Mayor Stockford Aye

Motion passed 5-0

#### Miscellaneous Reports

Appointment- Library Board- Karen Hill.

Council Member Morrisey seconded by Council Member Sharp to approve Karen Hill to the Library Board.

By voice vote motion passes unanimously.

#### **General Public Comment**

Dr. Jeff Horton, 52 S Broad St., commented on the deer population and the damage they have done to his property. He discussed his experiences with the deer and mentioned the need for deer culling.

Diane Miller, 35 Budlong St., commented on the deer population and damage and destruction they have been doing to the vegetation and young trees in the local park.

Dennis Wainscott, 34 Garden St., commented on the college graduation last weekend and parking on both sides of the streets. He also mentioned that council member's contact information should be updated on the website.

#### City Manager's Report

A public meeting for the Hallett Street project will be held on Thursday, May 23, 2019 at 6pm at City Hall.

150th year celebration committee volunteers needed, contact the City Manager's office.

MSCPA board will meet in June to discuss future direction of the agency.

#### **Council Comments**

Council Member Sharp thanked the public for the support of the public safety millage for the fire department.

Council Member Stuchell mentioned the bronze bears unveiling on the Baw Beese Trail on June 7<sup>th</sup>. Event is open to the public.

#### Adjournment

Council Member Morrisey, seconded by Council Member Sharp moved to adjourn the meeting. By a voice vote, the motion passed unanimously.

Adam L. Stockford, Mayor
Katy Price, City Clerk

The meeting adjourned at 8:11 p.m.

# Interoffice Memorandum

To:

David Mackie, City Manager

From:

Scott A. Hephner, Fire Chief

Date:

May 28, 2019

Re:

July 3rd Fireworks Display

The All American Celebration Committee is requesting permission to hold their 13th annual fireworks display at the Hillsdale County Fairgrounds on the evening of Wednesday, July 3, 2019.

The committee has once again contracted with Night Magic Displays owner Roger L. Bonney and Pyrotechnic Operator Randy Pratt. Attached for your review are copies of the signed agreement held between Night Magic Displays and the All American Celebration Committee, permit (to be signed upon approval) and insurance policy showing coverage of \$10,000,000.00 to cover damage and personal injury resulting from any aspect of their contract.

The Hillsdale City Fire Department will be standing by to provide fire protection if needed.

I respectfully recommend that the City Council approve their request to hold a fireworks display.

From The Desk Of ...

SCOTT A. HEPHNER FIRE CHIEF Hillsdale City Fire Department 77 E. Carleton Rd. Hillsdale, MI 49242

P: 517.437.6460 F: 517.437.6484

## Dear City Council,

The All American Celebration Committee is once again planning a great night of free family fun for our community Wednesday night, July 3rd. Like many of our previous 12 events this year's we will have free pony rides, inflatables, face painting, a magician, fair food vendors, local music entertainers and fireworks. This event has grown in popularity over the years and we are again expecting a crowd of 6,000 people or more. One day event insurance coverage has been purchased through Barrett Insurance and the City of Hillsdale is listed as an additional insured. This is the single largest, one day event in our community and we appreciate your support and consideration.

Sincerely, Brett Boyd Chairmen All American Celebration

# NIGHT MAGIC DISPLAYS

3999 E. Hupp Rd. Building R-3-1 La Porte, IN 46350

800-998-3900 Toll Free

Fax 574-272-6042

#### **AGREEMENT**

AGREEMENT made this 25<sup>th</sup> day of April, 2019, by Night Magic Displays, by its authorized agent, hereinafter referred to as "Seller," and Hillsdale all American Celebration, hereinafter referred to as "Buyer."

- 1. SALE OF GOODS: The Seller shall sell to the Buyer certain Fireworks Display(s) in accordance with the program attached hereto which shall be incorporated herein. This Display will be given on the evening of **July 3, 2019**, weather permitting, it being understood that should inclement weather prevent the giving of any Display on the date mentioned herein, it will be given on the next clear agreed upon date in 2019.
- 2. PURCHASE PRICE and PAYMENT: Purchase price shall be \$ 12,500.00. Payment shall be made within 10 days after display is shot. A finance charge of one and one-half percent per month will be assessed on all accounts overdue. If inclement weather should prevent the giving of this display on the alternate agreed upon date, the Buyer will have the option of fulfilling this contract with a buyout of 40% of the display amount to the Seller.
- 3. CLAIMS: Any claims for loss or damage, defective materials and / or product or shortages in count, or for any other cause is waived by Buyer unless made within Three (3) days after delivery.
- 4. WARRANTIES: The Seller warrants that the displays and their contents are in conformity with the specifications set forth in the Program. No other representations or warranties have been made by the Seller or relied upon by the Buyer. This warranty is expressly in lieu of any and all warranties expressed or implied.
- 5. LIABILITY: The Buyer further agrees to provide the following:
  - a) Sufficient area for the Displays in accordance with the N.F.P.A. code of distances.
  - b) Adequate Security Staff protection to prevent spectators from entering Display Area.
  - c) Protection of the Display area by roping off or similar facility.
  - d) Fire Truck at Display site.
  - e) Daylight inspection of Display site the day following the Display.
  - f) State Permit for Fireworks Display.
- 6. ADDITIONAL COVENANTS:
  - Seller agrees to furnish Pyrotechnicians for this Display. This includes labor for setup, firing, tear down of display and initial inspection and cleanup of Display area.
  - b) Seller shall purchase insurance for the benefit of Seller and Buyer in the amount of \$10,000,000.00 for each display. Such insurance shall cover damage and personal injury resulting from any aspect of this contract.
- 7. BENEFIT: This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

IN WITNESS, WHEREOF THE PARTIES HERETO	HAVE EXECUTED THIS AGREEMENT
THIS 10th DAY OF May	, 2019.
NIGHT MAGIC DISPLAYS	$O_1 - 1 O$
By	By Adell Doyl
Authorized Agent of SELLER	Authorized Agent of BUYER
	A. Brett Boy A
	210 W. Carleton MI 49242
[ Language and Grade will be a secular to the	Billing Address City State Zip
Insurance certificate will be emailed to address provided here by buyer.	gracenguy 700 gmail. com
	e-mail addfess

#### 2019 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT EXPIRES

7/4/19

2011 PA 256 Authority

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

TYPE OF PERMIT(S) (Select all applicable boxes)					
☐ Agricultural or Wildlife Fireworks ☐			Articles Pyrotechnic		Display Fireworks
☑ Public Display			Private Display		
☐ Special Effects Ma	nufactured for	Outdoor Pe	est Control or Agricultural Purposes		
NAME OF APPLICANT HIllsdale All American Cele	phratian		ADDRESS OF APPLICANT  210 W. Carlston Hillsdale MI 49242		AGE OF APPLICANT 18 YEARS OR OLDER  ☑YES ☐NO AGE:
NAME OF PERSON OR RESIDENT AGENT RE			ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORA	TION LL	
CORPORATION, LLC, DBA OR OTHER			ASSESS ENGINEERING ON THE MESENTING ON THE	HOH, EL	S, BBA ON OTHER
A. Brett Boyd			same		
IF A NON-RESIDENT APPLICANT (LIST NAME ATTORNEY OR MICHIGAN RESIDENT AGEN	OF MICHIGAN ATTORNEY		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER
THI OTHER OTHER DESIGNATION OF THE OTHER DESIG			, issuing		
NAME OF PYROTECHNIC OPERATOR			ADDRESS OF PYROTECHNIC OPERATOR		AGE OF PYROTECHNIC OPERATOR
Randy Pratt			28133 Wellington Farmington Hill, MI		18 YEARS OF AGE OR OLDER  ⊠YES □NO AGE: 58
NO. YEARS EXPERIENCE	NO. DISPLAYS		WHERE		ETTES ENO AGE. 00
23	ove	r 90	Hillsdale, Marshall, Quincy, Boyne Mounta	in, Mi	
NAME OF ASSISTANT			ADDRESS OF OTHER ASSISTANT		AGE OF ASSISTANT 18 YEARS OR OLDER
Aundrea Marchionna			Same Address of other assistant		
NAME OF OTHER ASSISTANT			ADDRESS OF OTHER ASSISTANT		
EXACT LOCATION OF PROPOSED DISPLAY	λ:				CITY, VILLAGE, TOWNSHIP
Hillsdale County Fairgroun	ds				Hillsdale, MI
DATE OF PROPOSED DISPLAY		RAIN DATE	TIME OF PROPOSED DISPLAY		
			Dusk IN ACCORDANCE WITH 1123,1124, & 1126 AND OTHER STATE OR FEDERAL		
REGRULATIONS, PROVIDE PROOF OF PROF	PER LICENSING OR PERMIT	ING BY STATE OR FE	IN ACCORDANCE WITH 1123,1124, & 1126 AND OTHER STATE OR FEDE DERAL GOVERNMENT.	:RAL	
Delivered to site day of sho	ow .				
AMOUNT OF BOND OR INSURANCE (TO BE S	SET BY LOCAL GOV.)		NAME OF BONDING CORPORATION OR INSURANCE COMPANY		
\$10,000,000.00			BRITTON GALLAGHER		
ADDRESS OF BONDING CORPORATION OR	INSURANCE COMPANY				
1375 East 9th Street	30th Floor	Cleveland,	OH 44114		
NUMBER OF FIREWORKS		KIND	OF FIREWORKS TO BE DISPLAYED (Please provide addition	nal page	s as needed)
1,472	shells with calib	er less than i	2" fired from multi-shot boxes		
50	2"Aerial Shells				
36	2.5" Aerial Shells				
420	3" Aerial Shells				
50	4" Aerial Shells				
SIGNATURE OF APPLICANT				DATE	
April 25, 2019					
Roger S. Former					

Other Night Magic Personnel may act as operators and assistants throughout the season Night Magic Displays 3999 E. Hupp Rd. Building R-3-1 La Porte,IN 46350 COMMENTS

BFS 417 (Rev. 09/15)

Corporate Office: P.O. Box 778 New Carlisle, Indiana 46552

> (800) 998-3900 (574) 272-6042 fax



Roger L Bonney 212 First Street Olivet, Michigan 49076

(517) 812-5044 rbonney@sbcglobal.net

Night Magic Displays - Premier Pyrotechnics

April 26, 2019

Ms. Katy B. Price, Clerk CITY OF HILLSDALE 97 N. Broad St. Hillsdale, MI 49242

> Re: Fireworks Display July 3, 2019

Dear Ms. Price:

Enclosed is the Fireworks Permit Application for the July 3, 2019 All American Celebration. Will you please handle approval of the permit and return an executed copy to me? I will forward the COI – Certificate of Insurance to you as soon as it is issued. The local agent for the event is Mr. Brett Boyd. He can be reached at 517 437-2100.

If you have any questions, I can be reached at 517 812-5044.

Roger L. Boymey

Mght Magic

TOCETHER WITH YOU

Creating Justing Memories

Night Magic Displays 212 First Street Olivet, Michigan 49076-9617 (517) 812-5044 rbonney@sbcglobal net

Permit for Fireworks Other Than Consumer or Low Impact Michigan Department of Licensing & Regulatory Affairs Bureau of Fire Services P.O. Box 30700 Lansing, MI 48909 (517) 241-8847

Authority		The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status,
Compliance	Required	disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency/
Penalty	Permit will not be issued.	APPLICAL.

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

	5 11 51 1			
Public Display				
ISSUED TO  Pandy Proff			AGE (18 or ove	er)
Randy Pratt ADDRESS				
28133 Wellington Farmington Hill, MI		E.		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION				
Hillsdale All American Celebration				
ADDRESS				
210 W. Carlston Hillsdale MI 49242				
NUMBER AND TYPES OF FIREWORKS  1472 shells with caliber less	than 2" fixed from mul	ti abat bayan		
50 2"Aerial Shells	man z med nom mun	u-snot boxes		
36 2.5" Aerial Shells				
420 3" Aerial Shells				
50 4" Aerial Shells				
j.				
1				
EXACT LOCATION OF DISPLAY OR USE				
Hillsdale County Fairgrounds CITY, VILLAGE, TOWNSHIP	P232	reas		<del></del>
Hillsdale, MI	July 3, 2019	Dusk		
BOND OR INSURANCE FILED	July 3, 2019	Dusk		
Yes □ No				**MOUNT ***10,000,000.00
E 163 E 140				\$10,000,000.00
Issued by action of the Legislative Body of a				
□city □village □towns	hip of		on the	day of
				20 .
				-
				, i
(Signature and Title of	of Legislative Body Representative)			
Access designation of the	om umanemen i vida dante hersioan sella eus sellena della all'a tradici della della della della della della della			

\*FORM IS VALID FOR YEAR SHOWN ONLY\*

# Hillsdale All American Celebration Fireworks! July 03, 2019 \$12,500.00

# Opening Barrage

# Three Inch Display Shells

12 - Variegated Color Peony Finale Shells

# **Body Of Display**

# Three Inch Display Shells

- 48 Japanese Style Chrysanthemums
- 36 Guandu Assorted Color Shells
- 15 Guandu Fancy Flight Shells
- 12 Titanium Salute with Rising Tail
- 6 Dominator Shells
- 4 Crackling Nishiki Kamuros in flight
- 4 Multi Color Cycas Blooms
- 4 Red, White & Blue Peonies in flight
- 4 Red Hearts in flight
- 4 Glittering Silver Strobes in flight
- 4 White Strobe Shells in Flight
- 4 Smiley Face Shells shot in flight
- 4 Brocade Crown Flight Shells



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

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	macrooment(o),	CONTACT	
Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	s, Inc.	NAME: PHONE (AIC, No, Ext); 216-658-7100 E-MAIL ADDRESS; info@brittongallagher.com	FAX (A/C, No): 216-658-7101
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Everest Indemnity Insurance Co.	10851
Miand Inc. dba Night Magic Display 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350	2321	INSURER B: Everest Denali Insurance Company	16044
		INSURER c : Maxum Indemnity Company	26743
		INSURER D: Liberty Mutual Insurance Co	
		INSURER E : Liberty Mutual Insurance Co	25035
		INSURER F:	
COVERAGES	<b>CERTIFICATE NUMBER: 1224547498</b>	REVISION NU	MBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

C	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	<b>PERTA</b>	IN, THE INSURANCE	AFFORDED BY THE POLICE	IES DESCRIBE	D HEREIN IS SUBJECT TO	O ALL THE TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL S	UBR	POLICY EF			rs
A	A GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		SI8GL01460-191	2/4/2019	2/4/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 500,000 \$
						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
В	AUTOMOBILE LIABILITY  X ANY AUTO		SI8CA00186-191	2/4/2019	2/4/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$
	ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS AU					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	loan.
_						(r or assistent)	\$
С	X EXCESS LIAB X OCCUR CLAIMS-MADE		EXC6034145	2/4/2019	2/4/2020	EACH OCCURRENCE AGGREGATE	\$ 9,000,000 \$ 9,000,000
D E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC539S714654 WC534S524913 WC523S311836	2/4/2019 2/4/2019 2/4/2019	2/4/2020 2/4/2020 2/4/2020	X WC STATU- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (Atta	ich ACORD 101, Additiona	al Remarks Schedule, if more space	is required)	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

All American Celebration and its' committee, Hillsdale Market House, Inc., the City of Hillsdale, American Legion Post #53, Hillsdale County Fair, Hillsdale Community Health Center and Hillsdale County Agricultural Society are named as additional insured with respect to the July 3, 2019 fireworks display at Hillsdale County Fairgrounds.

CERTIFICATE HOLDER	CANCELLATION
All American Celebration 4760 W. Bacon Road 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

Received by	Y. Strauss
Date	05/28/2019
Amount Rec'	
Check#	·
	,
Downit #	



## CITY OF HILLSDALE

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

OCCUP		ofhillsdale.org ON FOR PERMIT WITHIN STREET RIG	GHT-OF-WAYS	
TYPE:  APPLICATION FOR PERMIT  APPLICATION FOR BLANKET  REQUEST TO COMMENCE W	ANNUAL PERMIT		ost a copy o Permit on-si	
Hillsdale County Great American Parade - Julie	Games 05/28/19			
Applicant's Name 3391 N. Hillsdale Rd.	Date	Contractor's Name		Date
Mailing Address		Mailing Address		
Hillsdale MI	49242	Hillsdale	MI	49242
City State	Zip Code	City	State	Zip Code
517.437.7771		517.437.777	71	
Telephone Number		Telephone Number		
DESCRIPTION OF WORK OR USE:				
Parade				
LOCATION: (Drawing to be provided)				
Downtown Hillsdale (see	attached)			
FACILITIES, STRUCTURES, OR EQU		LED:		
Barricades (street dept.	) Security Veh	icles (police d	dept.)	
TIME PERIOD:	,	VI		
COMMENCING DATE: July 3, 2019		pm ENDING DATE: J	uly 3, 2019	<sup>ТІМЕ:</sup> <b>%</b> :00 рт
THE FOLLOWING MUST BE SUBMITT	ED PRIOR TO PERMIT	ISSUANCE:		
Certificate of Insurance MVV	of thusbale	Performance B	ond \$	
Construction Plan		Subcontractor's	Names	
Other				

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

Staff Use Only	
Recommendation for Issuance	
Approved Denied	
Director Comments:	Director, Department of Public Services
<del></del>	
Recommendation for Issuance	
Approved Denied  Chief of Police Comments:	Chief of Police
Police To Assist with	barricales and Traffice Control
Bond Received \$	Fee Received \$
	City Clerk

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

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.

97 N. Broad St. Hillsdale, MI 49242

Or email to: jhammel@cityofhillsdale.org

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

# TRAFFIC CONTROL ORDER 2019-18

Pursuant to the applicable provisions of the Uniform Traffic Code for Cities, Townships and Villages and the Michigan Motor Vehicle Code 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.

## On July 3, 2019 from 4:00 pm until 8:00 pm there shall be the following street closures:

closure of Howell St. from North St. to Sharp St.;

closure of Sharp St. from alley east of Howell St. to alley west of Manning & Sharp to include Sharp St. between S. Manning & S. Howell St.:

closure of Manning St. from Carleton Rd. to Sharp St.;

closure of North St. from West St. to Howell St.;

closure of McCollum St. from West St. to Broad St.;

closure of E. Bacon from West St. to Broad St.;

closure of Waldron from West St. to Budlong St.;

closure of Barry from West St. to the alley west of Budlong on Barry St.;

**closure** of South St. from the alley west of Manning along South St. to the alley east of Howell St. on South St.;

closure of Midtown alley from North St. to Waldron St.;

closure of alley west of the Library from E. Bacon St. to McCollum St.

# On July 3, 2019 from 4:00 pm until 8:00 pm there shall be:

no parking on Howell St. between North & Sharp St.;

no parking on Sharp St. between S. Manning & S. Howell St.;

no parking on Manning St. between Carleton Rd. & Sharp St.;

no parking on North St. between West & Howell St.;

no parking in Midtown alley between North & Waldron St.;

no parking in alley west of the Library between E. Bacon & McCollum St.;

# On July 3, 2019 from 4:00 pm until 8:00 pm the following parking lots will be closed:

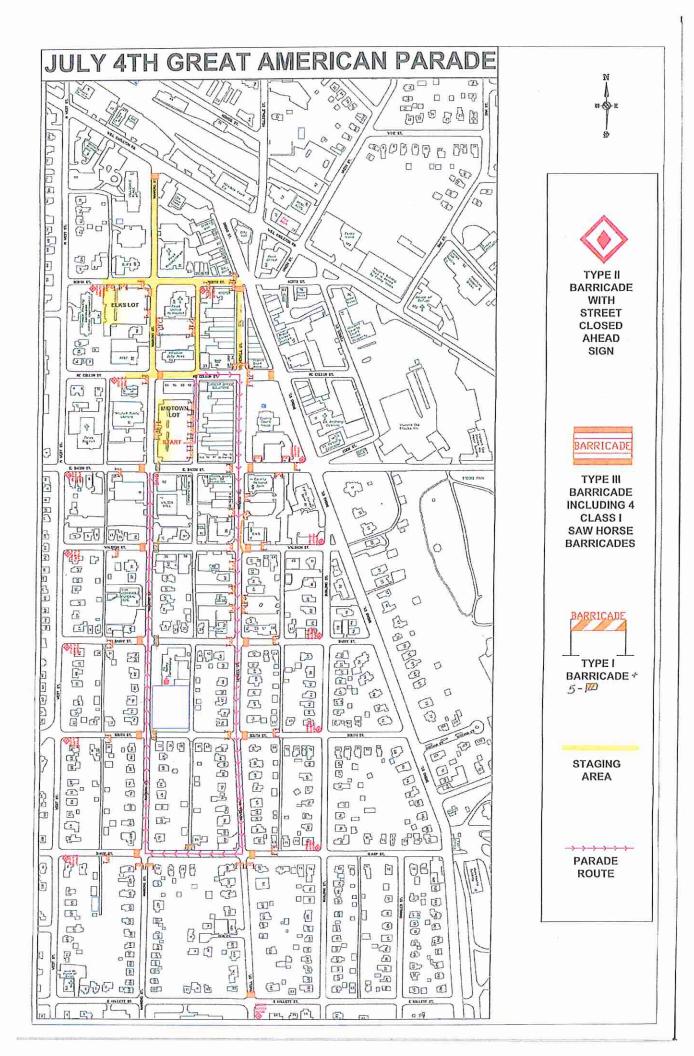
Elk's Lodge (Lot K), First United Methodist Church (Lot F), South Library Lot (Lot H) and the Midtown Lot (Lot C).

## Fourth of July (July 3, 2019) Parade Route (Parade starts @ 6:00 pm):

East McCollum to Howell St. then S. Howell St. to Sharp St. then West on Sharp St. to S. Manning St. then North on S. Manning St. to Bacon St.

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.

 $\frac{\text{O5/28/19}}{\text{Chief of Police}}$ 



# City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

**Agenda Item:** Consent

**SUBJECT:** Green Park Use Agreement – Mrs. Stock's Park

BACKGROUND: Michelle Loren, Recreation Director

Alexander Green desires to hold a wedding reception at Mrs. Stock's Park on June8, 2019. This will include a tent, tables, chairs, catering, and music. Mr. Green has agreed to provide additional portable restroom facilities and will provide liability insurance with the City as an additional insured. An agreement for the use of the park has been drafted and reviewed by the City Attorney.

#### **RECOMMENDATION:**

I recommend Council's approval and authorization of signatures by the Mayor and Clerk.

#### AGREEMENT FOR USE OF PARK MRS. STOCK'S PARK ALEXANDER GREEN

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (City) and Alexander Green, of 3611 E. Pine Needle Ave., Colbert, Washington, 99005 (Renter) this day of June, 2019.

#### Preamble

The City owns, regulates and is responsible for the use, care and maintenance of parks within its corporate boundaries and otherwise under its jurisdiction. Renter is desirous of utilizing Mrs. Stock's Park for and in connection with a wedding reception. Approximately 200 people are expected to attend or participate. The event is to take place on June 8, 2019 and Renter shall have nonexclusive access to the park commencing at 7:00 a.m. and ending at 11:59 p.m. on that date. Renter 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, Renter will be solely responsible for contracting or otherwise providing any tent, tables and chairs that they intend to use. Renter shall also be solely responsible for the provision of any food and drink for his guests' consumption. Renter 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. In consideration of the payment of a Park Usage Fee of \$200.00 and the posting of a \$150.00 damage deposit, receipt of which is hereby acknowledged, City agrees to allow Renter to use Mrs. Stock's Park on a nonexclusive basis on June 8, 2019 commencing at 7:00 a.m. and ending at 11:59 p.m. on that date solely for the purposes and on the terms and conditions stated in the Preamble and herein, all of which the Renter acknowledges, accepts and agrees are binding on her..
- 2. Renter hereby assumes, agrees to be and shall be solely responsible for the control and supervision of the proposed event and all associated activities within Mrs. Stock's Park during the term of the usage agreement.
- 3. Renter acknowledges the pristine nature of the park, and the fragility, delicateness, and vulnerability to damage of many of the features within the park, including but not limited to the structures, statuary, flowerbeds, flowers and other plantings within it; Renter assumes responsibility for the protection of such improvements from damage during its presence in the park under the agreement.
- 4. Renter acknowledges that that there are no restroom facilities at Mrs. Stock's Park other than a single portable unit, and that the City does not and will not provide tents, tables, chairs or other equipment for use by Renter, his agents, servants, employees, guests, invitees, event attendees or participants during the time of the scheduled event. Renter 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 the park.
- 5. Renter 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 in Mrs. Stock's Park as soon as possible following the event but, in no case later than 12:00 p.m. on June 9, 2019. Renter 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, including the park or any part thereof, as well as all costs associated therewith.

- 6. Renter agrees to and shall, at the conclusion of his event and at his sole expense, clean up and remove or cause the clean up 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. Renter shall complete or cause the completion of the cleanup and restoration no later than 12:00 p.m. on June 9, 2019 and leave the park in a condition equal to or better than existed immediately prior to his event; provided, that should Renter 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 Renter's expense.
  - B. In the event the City completes the cleanup and restoration by reason of Renter's failure to do so, Renter 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%. All such costs and expenses shall be charged against and deducted from the \$150.00 damage deposit that Renter has posted, and in the event such damage deposit is not sufficient to cover all such costs and expenses, Renter hereby agrees to promptly pay any deficiency.
- 7. Renter represents that the name, address and telephone number of Renter' authorized representatives are as follows:

#### Alexander Green

Address: 3611 E. Pine Needle Ave. Colbert, Washington, 99005

Telephone Number: 560-533-3645

- 8. At the time of execution of this Agreement and as a condition precedent to its effectiveness, Renter 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.
- 9. Renter 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 Renter'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 Renter'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 Renter 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 Renter shall not be obligated to indemnify the City of Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence, gross negligence or intentional acts or omissions of the City of Hillsdale, its employees, agents, servants, or representatives.

- 10. Renter 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.
- 11. Renter 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 Renter 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.
- 12. The parties agree that there are no other representations, inducements, promises or agreements between her, whether oral or written.
- 13. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. City and Renter 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	RENTER	
Adam Stockford, Mayor June, 2019	Alexander Green June, 2019	
Katy Price, City Clerk June , 2019		

# City of Hillsdale Agenda Item Summary

**Meeting Date:** June 3, 2019

**Agenda Item:** Consent

**SUBJECT:** Transit Agency Procurement Policy

### **BACKGROUND PROVIDED BY STAFF:**

The City of Hillsdale receives Federal Transit Administration (FTA) funds via The Michigan Department of Transportation (MDOT) for Dial-A-Ride. The FTA guidance requires transit agencies to have a written procurement policy that provides a framework for procurement decisions and protects the agency in the event of a protest. While the City has various other policies regulating purchases, MDOT requires that the City adopt a procurement policy specific to the transit agency only.

# STAFF RECOMMENDATION:

I recommend that Council adopt the Transit Agency Procurement Policy for Dial-A-Ride as presented.

(Agency name)

# TRANSIT AGENCY PROCUREMENT POLICY

Page 1 of 4

The	, provides
(A	gency name and Address)
passengers per year.	public transportation in
The(Age ncy name)  (MDOT) Procurement Guidelines for Grante Revised September 2018, and all subsequent	follows the Michigan Department of Transportation's ees Receiving Federal Transit Administration (FTA) Funds via MDOT, teditions, in its procurements.
GENERAL RESPONSIBILITIES	
The	is responsible for administering procurements and ensuring  The or her/his g written selection procedures, all required procurement records, and

### **PROCUREMENT METHODS**

Micro-purchases are purchases of up to \$10,000 and require a fair and reasonable price determination.

Small purchases are relatively simple and informal purchases of more than \$10,000, but less than \$250,000. Small purchases are not advertised and are a direct solicitation to an adequate number of qualified vendors.

Invitations for Bids (IFB) are sealed bid procurements for any dollar amount.

Request for Proposals (RFP) are competitive proposal procurements for any dollar amount.

Sole source procurements may only be used when other types of procurements are inappropriate and only in the certain circumstances outlined in the guidance documents.

# SPECIAL PROVISIONS

Architectural and Engineering (A&E) Services must be qualifications-based procurements consistent with the "Brooks Act". Geographic location may be a selection criterion in procurements for architectural and engineering services provided an adequate number of qualified firms are available to compete for the contract. Geographic preferences are prohibited in all other procurements.

Davis-Bacon Act prevailing wage protections apply to construction projects of more than \$2,000. Construction is defined as the construction, renovation or repair of real property. The Davis-Bacon Act does not apply to maintenance or installation.

Brand name specifications are unacceptable and must always be used with the words "or equal". An independent cost estimate is required for every purchase of more than \$10,000. Splitting a procurement to avoid a more stringent procurement method is prohibited.

The appropriate Federal Contract Clauses apply to all procurements as required by FTA and MDOT guidelines and can be accessed on the MDOT Office of Passenger Transportation website.

MDOT 1482 (04/19) Page 2 of 4

# **COST ANALYSIS OR PRICE ANALYSIS**

A cost analysis or price analysis is required for every procurement. A price analysis is required to determine the reasonableness of a proposed price when competition is adequate. A cost analysis is required when a price analysis is inadequate, such as when competition is inadequate to determine price reasonableness or in qualifications-based procurements.

# **AWARD OF CONTRACTS AND PURCHASES**

to the lowest quote in a small purchase, to the lowest bid	are determined to be fair and reasonable in a micro purchase, in an IFB solicitation and to the highest scored proposal in an ve" and "responsible" vendors consistent with the criteria in
The	reserves the right to reject any and all price quotes, bids
or proposals submitted in response to a solicitation for sou	and, documentable, business reasons. The(Agency name) to other than the lowest priced proposal in an RFP solicitation.
WRITTEN PROTEST PROCEDURES	
Contractors wishing to protest procurement decisions	s or processes must submit the protest in writing to the
at the	
Protests about solicitation specifications or processes m	dust be received(Number)  date, but before award must be received before
the solicitation due date. Protests received after the due	date, but before award must be received before
business days after the due date. Post award protests me	ust be received by the
no later than business days after the	ne award decision.
The protester must qualify as an "interested party" in the I	procurement. An "interested party" is an actual or prospective
bidder or offeror whose direct economic interest would be	e affected by the award or failure to award the procurement at
issue.	
The written protest must identify the protesting party, cle	early define the decision or process being protested and the
reason(s) for the protest, and the relief desired of the	
procurement award.	(Agency name)
The	reserves the right to not accept solicitations,
(Agency name)	I any award or re-solicit based on the protest received.
	any award of re-solicit based on the protest received.
The	(Title)
of hermis designee will review the written protest and pro-	vide a written decision to the protestor within
business days of receiving the protest.	
The protestor can appeal the	
or ner/nis designee's decision to	. I nat appeal must be filed with
the(Oversign (Agency name)	ght entirty)''s
or her/his designee within business	s days of the's
(Number) or her/his designee's decision. The	(Title) 's decision on the appeal will be final

(Oversight entity)

Protestors can appeal the \_\_\_\_\_ is decision to the FTA Region V Office, 200 (Oversight entity) West Adams Street, Suite 320, Chicago, Illinois 60606; Phone: (312) 353-2789; FAX (312) 886-0351. **CONTRACT ADMINISTRATION** \_\_\_\_\_ will maintain a contract administration system to ensure it and (Agency name) its third-party contractors comply with the terms, conditions and specifications of their contracts and purchase orders. or her/his designee is responsible for keeping a procurement's documentation in a centralized contract administration file, for responding to requests for contract interpretation, and for modifying or terminating the contract. The (Title) designee must also monitor and ensure compliance with contract terms such as Davis-Bacon, Buy America, prompt payment to subcontractors and Disadvantaged Business Enterprises (DBE). \_\_\_\_\_ or her/his designee must also inspect and test supplies The or services to determine if they conform to contract requirements, provide an authorized representative to approve the supplies or services, and maintain procedures to close a contract.

Page 3 of 4

# FIELD(S) FOR ADDITIONAL SECTIONS

MDOT 1482 (04/19)

MDOT 1482 (04/19) Page 4 of 4

WRITTEN STANDARDS OF CONDUCT	
Noen	mployee, officer, agent, Board member or their immediate
family member, partner or organization will participate in the se	selection, award, or administration of a contract if a conflict
of interest, real or apparent, is involved.	
Noen	mployee, officer, agent, Board member or their immediate
(Agency name) family member, partner or organization will solicit or accept so	
value from contractors or potential contractors.	
FIELD(S) FOR ADDITIONAL SECTIONS	
OTHER LOCAL PROCUREMENT POLICIES	
Other local procurement policies in effect for a transit agency but cannot be less stringent. In any inconsistency between a the FTA and MDOT guidelines prevail. FTA and MDOT guid MDOT funding.	local procurement policy and FTA and MDOT guidelines,
INTERPRETATIONS OR CLARIFICATIONS	
Any interpretations or clarifications in this policy will be based <i>Procurement Guidelines for Grantees Receiving Federal Tr</i> September 2018, the Federal Transit Administration Circular F March 18, 2013, and FTA's Best Practices Procurement of subsequent editions, as available on the internet, and the	ransit Administration (FTA) Funds via MDOT, Revised FTA C 4220.1F Third Party Contracting Guidance, Rev. 4,
ADOPTED BY (Adopting body)	
PRINT NAME AND TITLE (Authorized signatory)	
SIGNATURE	DATE ADOPTED

# City of Hillsdale

# **Agenda Item Summary**

Meeting Date: June 3, 2019

**Agenda Item:** Consent Agenda

**Subject:** District Court Job Fair

# **Background:**

Hillsdale County District Court has requested the closure of McCollum St. between Broad and Howell Streets for their second annual Jobs Fair. This closure is for June 26, 2019 from 2:00 p.m. till 9:00 p.m. Their plan includes the use of a 20' by 50' tent. See attached Traffic Control Order.

### **Recommendation:**

I recommend approval of this request as it is an annual event that intends on improving our community by bringing employers and prospective employees together.

Scott A. Hephner

Chief of Police / Fire Chief

# TRAFFIC CONTROL ORDER 2019-19

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

McCollum St. between Broad and Howell St. will be closed to all traffic from 2:00 pm to 9:00 pm on Wednesday, June 26, 2019 for a Job Fair hosted by 2<sup>nd</sup> District Court.

Hosted by 2 District Court.	
This Traffic Control Order shall have immediate effect as a te and shall become a permanent Traffic Control Order upon a Council.  Chief of Police	
Received for filing in the office of the City Clerk at 9:00	a.m. on the 30 day
of <u>May</u> , 2019.	
	05/30/19
City Clerk	Date
RESOLUTION #	
IT IS HEREBY RESOLVED that effective immediate Order is made permanent.	ely the above Traffic Control
Passed in open Council thisday of	, 2019.
Attest: Adam L. Sto	ckford, Mayor
Katy B. Price, City Clerk	

Received by Date Amount Rec' Check#	
Permit #	





MAY 2 9 2019

CITY OF HILLSDALE CITY CLERK'S OFFICE

# CITY OF HILLSDALE

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

OCCUPAN	APPLICATIO	ofhillsdale.org ON FOR PERMIT VITHIN STREET RIGHT-OF-WAYS	
TYPE:  APPLICATION FOR PERMIT  APPLICATION FOR BLANKET AN  REQUEST TO COMMENCE WOR		Post a copy of t Permit on-site	
2B District Court	5.29.19		
Applicant's Name 49 N Howell St	Date	Contractor's Name	Date
Mailing Address Hillsdale, MI 49242		Mailing Address Hillsdale, MI 49242	
City State 517.437.7329 ext 220 Telephone Number	Zip Code	City State 517.437.7329 ext 220 Telephone Number	Zip Code
DESCRIPTION OF WORK OR USE:  Job Fair betweer	n Howell a	and Broad St on M	1cCollum
LOCATION: (Drawing to be provided)			
See Attached			
FACILITIES, STRUCTURES, OR EQUIP	MENT TO BE INSTAL	LED:	
A 20x 50 tent			
TIME PERIOD:	•		
COMMENCING DATE: June 26, 2019	9 TIME: <b>2</b> :00	pm ENDING DATE: June 26, 2019	TIME: 9:00pm
THE FOLLOWING MUST BE SUBMITTE	D PRIOR TO PERMIT	ISSUANCE:	
Certificate of Insurance		Performance Bond \$	
✓ Construction Plan		Subcontractor's Names	
Other			

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

Staff Use Only	
Recommendation for Issuance	
Approved Denied	
Director Comments:	Director, Department of Public Services
Recommendation for Issuance	
Approved Denied  Chief of Police Comments:	Chief of Police
Bond Received \$	Fee Received \$
	City Clerk

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

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

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

Contypouse Requesting to close this area from 2pm-9pm <del>√</del> Broad on June 26,2019 District Court



# **2019 OUTDOOR MOVIE SCHEDULE**









RALPH BREAKS THE INTERNET 6-14-2019 7-19-2019

THE LEGO MOVIE 2 8-9-2019



ALL MOVIES WILL START AT DARK AND BE SHOWN AT MRS.
STOCK'S PARK.

PLEASE FEEL FREE TO BRING CHAIRS AND BLANKETS TO SIT ON.



May 23, 2019

Mr. Dave Mackie, Manager City of Hillsdale 97 North Broad Street Hillsdale, MI 49242

Re: Changes to Premier Package

Dear Mr. Mackie:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of July 17, 2019, customers who subscribe to the *Premier Package* will receive Hitz, a new service that will include more than 200 movie titles selected from a variety of top studios. As of that date, Cinemax will no longer be available with the *Premier Package*. For more information about this change, please visit http://xfinity.com/hitz. We are notifying customers who subscribe to the *Premier Package* of these changes.

Cinemax will still be available to purchase separately. Customers who currently subscribe to Cinemax outside of the *Premier Package* will continue to receive the channel. For those customers, we note that as of July 10, 2019, More Max, Action Max, Thriller Max, 5Star Max, MovieMax, OuterMax, and Cinemáx, where carried, will only be available on channels 1822-1835. We are notifying customers who currently subscribe to these channels through bill messages.

Please feel free to contact me at 517-334-5686 if you have any questions.

Sincerely,

John P. Gardner

Director, External Affairs Comcast, Heartland Region

Shap Sandher

1401 E. Miller Rd.

Lansing, MI 48911





Pursuant to Section(s) 14.142 – 14.144 of the City of Hillsdale Municipal Code all property owners and/or agents (occupants) of property are responsible for maintaining lawns so that grass and weeds do not exceed a maximum height of 10 inches.

# Who's Responsible?

\*Owner-Occupied homes and vacant property:

Property Owner or Person(s) named on Deed/ Land Contract

\*Tenant-Occupied Rentals or Leases:

Property Occupant or dictated by lease agreement

\*Businesses:

Tenant and/or owner



FAILURE TO COMPLY MAY RESULT IN HAVING LAWN MOWED BY A REPRESENTATIVE OF THE CITY AND CHARGES AND/OR FINES ADDED TO YOUR
TAX BILL AND/OR MUNICIPAL CIVIL INFRACTION CITATION.

# **CODE ENFORCEMENT**

97 N Broad Street, Hillsdale, MI 49242 (517) 437-6455 www.cityofhillsdale.org

# Letter to Mayor Stockford and Council

I attended the City Planning Commission Meeting on May 21 and listened to their concerns over plantings in the terrace and they are kicking the can down the road even after being advised that the Council was desiring action on their part to create a City Code to cover such plantings. There was misleading information provided to the City Planning Commission that the Council was actually desiring that this proposal would come under the jurisdiction of the Department of Public Services but were influenced by Mayor Stockford to send to the City Planning Commission. Mr. Hammel stated that his department does not have the manpower to monitor compliance and was not interested in endorsing such an ordinance.

I propose the following conditions be included in a new City Code that would allow plantings in the terrace.

Where the terrace is level, all plantings may not be located closer than 24 inches from the curb in order to allow individuals to exit and enter a vehicle. Where the terraces that are sloped at least 30 degrees, all plantings must be at least 12 inches from the curb. If the terrace affronts a no parking on this side of the street, the setback will be 12 inches from the curb.

All planting must be at least 12 inches away from the edge of the sidewalk so that it will not interfere with pedestrian traffic.

Plantings cannot exceed 36 inches in height when mature.

Tress and bushes are not allowed.

The property owner who places plants in the terrace will hold harmless, the Hillsdale Broad of Public Utilities and all other agencies, organizations, or corporations who have or will place underground utilities or services from any damage done to said plants in the course of their underground work in the terrace.

Upon notice from the City, all weeds and plants that are in disarray must be removed within 7 days. Failure to do so will result in a second notice to comply. If not in compliance within 7 days of notice, the City reserves the right to remove and charge the property owner for services rendered.

The property owner will obtain a planting permit prior to placing any plant in the terrace and shall pay a \$25.00 fee for said permit. Included in the permit will be the height restrictions, placement requirements of the plants, prohibition of bushes and tress and an acknowledgment of the aforementioned HOLD HARMLESS conditions. The Code Enforcement department would provide enforcement of this City Code.

Many of your constituents would appreciate it if you take positive action on this request as soon as possible.

Thank You and God Bless, Ted Jansen

# City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

Agenda Item #: Old Business

SUBJECT: Settlement Agreement and Mutual Release for King v Mackie, et al

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

### **BACKGROUND:**

For background information see Sections 1 and 2 of the attached Settlement Agreement and Mutual Release. The settlement payment on behalf of the City, Mackie, Szarafinski and Sharp will be made by the insurance carrier for the Hillsdale Municipal Airport during the time of the alleged events.

### **RECOMMENDATION:**

City Council approve the attached Settlement Agreement and Mutual Release for King v. Mackie, et al lawsuit. Exhibit A shall be read in open session.

# SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is entered into this \_\_\_\_\_\_ day of May, 2019, by and between: ROBERT JEFFERY KING, (hereinafter "King"); and THE CITY OF HILLSDALE, a Michigan municipal corporation, (hereinafter "the City"), DAVID MACKIE (hereinafter "Mackie"), ROY SZARAFINSKI, (hereinafter "Szarafinski"), BRUCE SHARP, (hereinafter "Sharp"), GINGER ROSS MOORE, (hereinafter "Moore"), and JASON WALTERS, (hereinafter "Walters").

Background. King is the Plaintiff in a lawsuit currently pending in the United States 1. District Court for the Western District of Michigan styled as King v Mackie, et al, and bearing case number 1:18-cv-00503-PLM-PJG (the "Lawsuit"). Mackie, Szarafinski, Sharp, Moore and Walters are named as Defendants in the Lawsuit in both their individual capacities and in their official capacities as representatives of the municipal government of the City. In the lawsuit, King alleges, among other things, that the Defendants acted in various ways to either deprive him of certain of his constitutional rights or to retaliate against him for the exercise his constitutional rights. King claims that these alleged actions constituted a violation of 42 USC 1983, and caused King to suffer damages as alleged in the Lawsuit (hereinafter "the Claims"). Mackie is employed as the City Manager of the City, Szarafinski serves on the City's Airport Advisory Committee, and Sharp is a member of the City Council for the City. Moore is currently employed as the municipal airport manager for the City, and at the time of the alleged incidents that are the subject of the Lawsuit, Moore was an employee of J.W. Enterprises, Inc., a corporation owned by Walters which, at that time, served as the municipal airport manager for the City on an independent contract basis in conjunction with Walters.

After negotiation involving their respective attorneys, King, the City, Mackie, Szarafinski, Sharp, Moore, and Walters have agreed to a resolution of the Claims, along with any and all unasserted claims they may presently have against one another as of the effective date of this Settlement Agreement and Mutual Release. To effectuate this resolution, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to abide by the terms set forth in this Settlement Agreement and Mutual Release.

- 2. <u>Settlement Payment</u>. The parties agree that the City, Mackie, Szarafinski, and Sharp shall pay to King the total sum of Three Thousand Seven Hundred Fifty and no/100 U.S. dollars (\$3,750.00) in full and complete settlement of the Claims (the "Settlement Payment"). It is understood between the parties that an additional payment of Three Thousand Seven Hundred Fifty and no/100 U.S. dollars (\$3,750.00) is being paid by the insurance carrier for J.W. Enterprises in accordance with the terms of a separate release.
- 3. <u>Formal Apology</u>. In addition to making the Settlement Payment, the City shall read in open session at a regular meeting of the City Council of the City an apology to King in the form

attached as Exhibit A hereto, and shall include a copy of the text of the apology in the council packet for the meeting at which the apology is read. The undersigned individuals do not admit to involvement in, or responsibility for, the incident referred to in Exhibit A.

- 4. <u>Damage Claims and Monetary Issues</u>. Except as otherwise expressly provided in this Settlement Agreement and Mutual Release, no party to this Agreement shall receive any sum from any other party to this Agreement with respect to the Claims, the Lawsuit, or otherwise, and all of the parties hereto are each forever waiving any claims or rights they may have against the other party that may exist as of the date of the execution of this Settlement Agreement and Mutual Release, whether related to the Claims, the Lawsuit, or otherwise. Each party further recognizes that they shall be responsible for the payment of their own costs and attorney fees that they may have incurred in conjunction with the Claims or the Lawsuit.
- 5. Mutual Release. King, on his own behalf and on behalf of his employees, agents, contractors, heirs, trustees, representatives, successors, and assigns, hereby releases and forever discharges the City, Mackie, Szarafinski, Sharp, Moore and Walters, their respective council members, board members, committee members, volunteers, officers, employees, agents, contractors, heirs, trustees, representatives, successors, and assigns, from any and all claims, causes of action, suits, demands, damages, or liabilities, of any kind or nature whatsoever, known or unknown, which King may now have, claim, or assert, or might or could hereafter claim or assert, arising or alleged to arise out of or connected in any way with the Claims or the Lawsuit. Likewise, the City, Mackie, Szarafinski, Sharp, Moore and Walters on their own behalf and on behalf of their respective council members, board members, committee members, volunteers, officers, employees, agents, contractors, heirs, trustees, representatives, successors, and assigns, hereby release and forever discharge King and his employees, agents, contractors, heirs, trustees, representatives, successors, and assigns, from any and all claims, causes of action, suits, demands, damages, or liabilities, of any kind or nature whatsoever, known or unknown, which any of them may now have, claim, or assert, or might or could hereafter claim or assert, arising or alleged to arise out of or connected in any way with the Claims or the Lawsuit, except that:
  - a. This mutual release does not include a release of any obligations any of the parties may have pursuant to this Agreement, and does not restrict the right of any party to enforce this Agreement for violation of its terms;
  - b. The parties covenant and agree: (i) not to institute any legal, equitable, administrative, or other action against the released parties regarding the matters released herein; and (ii) to indemnify and hold harmless the released parties, their agents, and legal representatives from and against any liabilities, costs, losses, and expenses (including reasonable attorneys' fees and costs), incurred by any of the them as a result of such action instituted by the releasing parties.

- 6. <u>Non-Disparagement</u>. King agrees not to disparage Mackie, Szarafinski, Sharp, Moore or Walters either orally or in writing, or to voluntarily reveal any information which may be construed to be negative or damaging to their personal or business reputation. Likewise, Mackie, Szarafinski, Sharp, Moore and Walters agree not to disparage King, either orally or in writing, or to voluntarily reveal any information which may be construed to be negative or damaging to King's personal or business reputation. The parties agree that the provisions contained herein are material terms of this Settlement Agreement and Release of Claims.
- 7. <u>Dismissal of Lawsuit</u>. The parties hereby agree that, upon the execution of this Agreement by all parties hereto, and receipt by King of full payment of the Settlement Payment set forth in Paragraph 2, the parties shall stipulate to the dismissal of all of the Claims in the Lawsuit against Mackie, Szarafinski, Sharp, Moore and Walters in both their individual and official capacities, said dismissal to be with prejudice and without costs to any party.
- 8. <u>Disclaimer of Liability</u>. It is expressly understood and agreed that this Settlement Agreement and Mutual Release represents the compromise of disputed claims made for the purpose of avoiding additional expense and to terminate all controversy, that the agreement by the parties to take the actions provided for in this Agreement is not to be construed as an admission of liability on the part of any party in any respect, and that each party denies any liability whatsoever to the other party with regard to the Claims, the Lawsuit, and otherwise.
- 9. <u>Entire Agreement</u>. This Settlement Agreement and Mutual Release represents the entire understanding and agreement between the parties hereto with respect to its subject matter. There is no agreement between the parties to perform any act or do any thing other than as is expressly set forth within this Settlement Agreement and Mutual Release. This Settlement Agreement and Mutual Release supersedes all prior agreements or negotiations between the parties, and may be amended, supplemented, or changed only by an agreement in writing which makes specific reference to this Settlement Agreement and Mutual Release and which is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought.
- 10. <u>Persons Bound; Effect</u>. This Agreement shall inure to the benefit of and be legally binding on the parties hereto and their respective heirs, trustees, representatives, successors and assigns.
- 11. Acknowledgment. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND UNDERSTAND ITS CONTENTS AND CONSEQUENCES, THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE, THAT THE ONLY PROMISES MADE TO THEM TO SIGN THIS AGREEMENT ARE THOSE STATED IN THE AGREEMENT, THAT THEY HAVE HAD SUFFICIENT TIME TO REVIEW THIS AGREEMENT, AND THAT THEY ARE SIGNING

THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERCION OR DURESS AND WITH THE FULL INTENT OF SETTLING THE DISPUTES BETWEEN THEM AND RELEASING THE OTHER SIGNATORY PARTIES AND THEIR RESPECTIVE COUNCIL MEMBERS, BOARD MEMBERS, COMMITTEE MEMBERS, VOLUNTEERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, HEIRS, TRUSTEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AS PROVIDED HEREIN. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATIONS, PROMISES, OR AGREEMENTS OF ANY KIND MADE TO THEM IN CONNECTION WITH THEIR DECISION TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OTHER THAN THOSE SET FORTH IN THIS DOCUMENT.

# Robert Jeffrey King Dated: May \_\_\_\_\_, 2019 THE CITY OF HILLSDALE By: Adam Stockford, Its Mayor Dated: May , 2019 By: Katy Price, Its Clerk Dated: May \_\_\_\_\_, 2019 DAVID MACKIE David Mackie Dated: May \_\_\_\_\_, 2019 **ROY SZARAFKINSKI** Roy Szarafinski Dated: May \_\_\_\_\_, 2019 **BRUCE SHARP** Bruce Sharp

Dated: May\_\_\_\_, 2019

**ROBERT JEFFERY KING** 

# GINGER ROSS MOORE

Ginger Ross Moore		
Dated: May, 2019		
JASON WALTERS		
Jason Walters		
Dated: May, 2019		

# **EXHIBIT A**

This statement is made in conjunction with the settlement agreement reached between the parties in the lawsuit filed in the matter of *King v Mackie*, *et al*.

The Hillsdale Municipal Airport is a public facility. As a pilot, Mr. Robert Jeffery King and his family are welcome to use the airport and any services available to other pilots and aircraft. We appreciate your past service to the airport and apologize that you were identified as the individual trespassing in restricted areas of the Hillsdale Municipal Airport.

# City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

**Agenda Item:** Old Business

**SUBJECT:** Right-of-Way Plantings Ordinance

BACKGROUND: Alan Beeker, Zoning Administrator and David Mackie, City Manager

Mr. Ted Jansen submitted a letter at the May 20, 2019 Council meeting. The letter requested that right-of-way plantings be allowed with guidelines. Council referred the matter to the City Planning Commission. The Planning Commission discussed this matter at length during the May 21, 2019 regular meeting.

At this time, the Planning Commission respectfully returns the matter to Council. The reasons for the return are as follows:

- 1. The oversight of the Right-of-way is under Council and enforced by the Street Department. Those ordinances are in Chapter 30 (attached).
- 2. Planning Commission oversees Chapter 26 Signs and Chapter 36 Zoning.
- 3. Currently, right-of-way plantings are allowed specifically by ordinance in Chapter 14 Environment ARTICLE IV. MUNICIPAL TREES (attached).
- 4. Attached is the City's current Public Tree Planting Program guidelines, Pre-Approved Nurseries Specification & Conditions, and Recommended Tree Species to Plant lists.

## **RECOMMENDATION:**

It is the recommendation of the City Planning Commission and the Zoning Administrator that Council review the current ordinances allowing right-of-way plantings and amend them as necessary.

Chapter 30 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. - IN GENERAL

Secs. 30-1—30-30. - Reserved.

ARTICLE II. - STREETS

Sec. 30-31. - Definitions.

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

*Excavation* means and includes any and all digging, hollowing out, tunneling, uncovering and removal of any material within any street located within the city.

*Operation* means and includes any and all processes, work and other modes of action connected with any construction, excavation or use occurring within any street located within the city.

*Street* means all of the land lying between property lines on either side of all streets, alleys and boulevards in the city, and includes lawn extensions and sidewalks and the area reserved therefore where the same are not yet constructed.

Use means and includes any and all excavation, construction, operations, parades, functions, activities or uses of whatever kind or nature which occur or are performed above, on or under any street located within the city, which are not otherwise hereinafter excluded from the provisions of this article.

(Code 1979, § 12.04.010; Ord. No. 2008-13, 12-15-2008)

Sec. 30-32. - Prohibited uses and activities.

It is unlawful for any person to perform or otherwise undertake any use in, under, over or upon any street except under the conditions and in the manner permitted in this article; provided, however, that this provision shall not be deemed to prohibit such temporary uses as are incidental to the expeditious delivery or removal of tangible items of personal property to or

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from premises abutting any such street, nor to the operation or parking of vehicles within the street where otherwise not prohibited, nor to the use of such streets by pedestrians or other types of traffic so long as such activities are otherwise lawful.

(Code 1979, § 12.04.020; Ord. No. 2008-13, 12-15-2008)

Sec. 30-33. - Permit required.

- (a) Excavation, construction, maintenance and other uses. Except as otherwise specifically provided in this article, no person shall perform or otherwise undertake any excavation, construction, maintenance or other operation or use in, under, over or upon any street or any portion thereof without having first obtained a permit therefore from the director of public services.
- (b) Retail, wholesale and related uses on sidewalks in B-2 central business district. No person shall perform or otherwise undertake or engage in any retail, wholesale, charitable or other use or activity related thereto, including by way of example but not limitation the provision of food and drink service, sales activities, offers and solicitations, the placement of signs, tables, chairs, goods, displays, samples or other similar activities in, under, over or upon the sidewalk portion of any street in the B-2 central business district without having first obtained a permit therefore from the city manager and thereafter conducting such use in accordance with and subject to such provisions as the city council may, from time to time, adopt by resolution.

(Code 1979, § 12.04.030; Ord. No. 2008-13, 12-15-2008)

Sec. 30-34. - Moving of certain loads.

No person shall move, transport, haul or convey any building, mobile home, trailer, truck, machinery, equipment or other load having a width of more than eight feet eight inches, or a height of more than 13 feet six inches, inclusive of undercarriage, across or upon any street located within the city without having first obtained a permit from the city manager and having complied with all provisions of this article, any and all applicable present and future state, county and local laws, regulations, and such specifications as are herewith from time to time promulgated by the city manager and approved by the city council. The applicant shall file written clearances from all utilities, both public and private, and cable television organizations operating in the area, stating that adequate arrangements have been made to accommodate such

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# **ARTICLE IV. - MUNICIPAL TREES** [44]

(44) State Law reference— Municipal forests, MCL 324.52701 et seq.

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Sec. 14-101. - Purpose and intent.
Sec. 14-102. - Definitions.
Sec. 14-103. - Regulation generally.
Sec. 14-104. - City forester.
Sec. 14-105. - Permits generally.
Sec. 14-106. - Permit required for installation of public utilities.
Sec. 14-107. - Permit required for planting generally.
Sec. 14-108. - Permit required for planting in new subdivisions.
Sec. 14-109. - Permit required for maintenance.
Sec. 14-110. - Permit required for certain acts.
Sec. 14-111. - Conditional permit for removal of tree or shrub.
Sec. 14-112. - Loss of public trees; value recovery.
Sec. 14-113. - Abatement of infestations; entering private lands.
Sec. 14-114. - Public nuisance.
Sec. 14-115. - Enforcement; interference with city forester.
Sec. 14-116. - Violation.
Secs. 14-117—14-140. - Reserved.
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#### Sec. 14-101. - Purpose and intent.

- (a) It is in the best interest of the city and the citizens and public thereof that a comprehensive master plan for planting and maintenance of city-owned trees within the city be adopted, and that uniform and standard laws be adopted for the purpose of regulating, developing and providing for the planting, maintenance and removal of trees and stumps in any street, park or public place within the city, or under its jurisdiction and control, in order to better control problems of soil conservation, air pollution, and noise, and to provide necessary funding for a uniform, continuous city tree program for the purpose of beautifying and maintaining property values.
- (b) The intent of this article is to protect and encourage the protection of trees, plants and shrubs, to provide for public health, safety and general welfare and to promote and preserve the city's aesthetic value.

(Code 1979, § 12.16.020)

#### Sec. 14-102. - Definitions.

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

*City forester* means the designated official of the City of Hillsdale, lying within the County of Hillsdale, State of Michigan, assigned to carry out the enforcement of this article.

Department of public facilities means the department under whose jurisdiction park and/or street trees fall.

Large trees are designated as those attaining a height of 45 feet or more.

Medium trees are designated as those attaining a height of 30 to 45 feet.

Park includes all public parks having individual names.

Parkway means that part of a street or highway, not covered by sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.

*Plants* includes all "nonwoody" vegetation now or hereafter growing on any public street, highway, alley, or public place.

Property line means the outer edge of a street or highway and does not pertain to the traveled pavement surface in itself.

*Property owner* means the person owning such property as shown by the records on file at the county register of deeds office.

*Public places* includes all other grounds owned by the city, lying within the county, or under its control or supervision whether owned, leased, or under contract of the city.

Public trees means all trees now or hereafter growing on any street or any public areas where otherwise indicated.

Small trees are designated as those attaining a height of 20 to 30 feet.

Street-highway means all land lying between the so-called property lines on either side of all public streets, roads, boulevards, alleys, or parts thereof.

Street or highway means the entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic.

Trees and shrubs means all woody vegetation now or hereafter growing on any public street, highway, alley, or public place.

(Code 1979, § 12.16.030)

# Sec. 14-103. - Regulation generally.

The city council shall have full power and authority over all trees, plants, and shrubs planted or hereafter planted in the streets, parks and public places of the city. The maintenance of such trees, plants and shrubs shall be subject to the provisions of this article, and such rules and regulations as the city council may from time to time hereafter adopt, and as it deems necessary to properly control and regulate the planting, maintenance, protection and removal of trees, plants and shrubs on public areas of the city.

(Code 1979, § 12.16.040)

## Sec. 14-104. - City forester.

Subject to the approval and at the direction of the city council, the city manager shall designate a person to be known as the city forester whose duty it shall be, under the authority given by the city council, to superintend, regulate and encourage the preservation, culture and planting of shade and ornamental trees, plants and shrubs, and to direct the method and time for trimming the same; to advise, without charge, owners and occupants of lots regarding the kind of trees, plants and shrubs and the method of planting best adapted to or most desirable on particular streets and public highways; and to take such measures as may be deemed necessary for the control and extermination of insects, pests and plant diseases which may injuriously affect trees, plants or shrubs that are now growing or may be hereafter growing in the streets, parks, public highways, or boulevards of the city.

(Code 1979, § 12.16.050)

### Sec. 14-105. - Permits generally.

- (a) It is unlawful for any person to perform or undertake, or cause to be performed or undertaken, any work or activity covered by and included within this article without first filing an application for and procuring a permit from the city forester or his designated agent.
- (b) Every permit issued shall specifically describe the location and nature of the work or other activity to be performed under it and shall contain such other information as may be required by such regulations as may be hereafter adopted from time to time by the city council.
- (c) Any permit issued pursuant to the provisions of this article and in accordance with applicable regulations adopted by the city council shall automatically become null and void upon expiration of the permit period or at any time the permit holder violates the provisions of this article, the permit, or the regulations applicable thereto.
- (d) No charge shall be made for the issuance of any permit unless it is determined necessary by the city forester, or such person as he may designate, to assign an inspector to supervise the work or other activity to be performed under the permit to be issued. In the event an inspector is determined to be necessary, the department shall determine the charge for such inspection services on an actual cost basis, and such actual cost shall be paid by the person seeking the permit as a prerequisite to its issuance.
- (e) Notice of commencement and completion of work or other activity authorized by the permit shall be made to the city forester as stated on the permit issued.

(Code 1979, § 12.16.060)

### Sec. 14-106. - Permit required for installation of public utilities.

All permits issued for the installation of public utilities shall be certified by the city street administrator. When a permit is given by the city forester to a telephone, telegraph, electric power, or other public service corporation or utility to trim trees, or perform other operations affecting public trees or shrubs, the permit authorizing such trimming or other activities shall be limited to that which is actually necessary to the maintenance of the service provided by such public utility; and such work shall be done in a neat and workmanlike manner and according to specifications outlined by the city forester.

(Code 1979, § 12.16.070)

## Sec. 14-107. - Permit required for planting generally.

- (a) No trees, plants or shrubs shall be planted in any of the streets, highways, parks or other public areas in the city unless and until the city forester shall have first approved the kind, size and variety of the same, designated the location thereof, and granted a permit for the planting of same.
- (b) Any trees, plants or shrubs authorized for planting within the triangle formed by the intersection of right-of-way lines and extending for a distance of 25 feet each way from the intersection on any corner within the city shall not be permitted to grow to a height of more than three feet above the surface of the intersecting roadways.
- (c) The city forester shall have the authority to plant trees, plants or shrubs in any public street, highway, park or other public areas in the city which he, in his sole discretion, deems adequate for his purpose.

(Code 1979, § 12.16.080)

# Sec. 14-108. - Permit required for planting in new subdivisions.

- (a) The city forester may require street trees to be planted by the property owner, developer or subdivider on all streets, parks and public places abutting lands henceforth developed and/or subdivided within the city. In such event, a proposed planting plan and permit application shall be submitted by the property owner, developer, or subdivider to the city forester for approval and issuance of a planting permit prior to final plat clearance by the city. The city forester shall provide planting specifications to the property owners of the proposed development and/or subdivision within seven days of receipt of written request therefor.
- (b) The city forester, upon approval of the proposed planting plan but prior to the issuance of a planting permit, may require the property owner to post bond with the city for an amount equivalent to one-half the total established value of the trees required by the city forester to be planted. Upon notification of planting completion to the city forester by the land owner, and certification as to satisfactory workmanship and completion of the tree planting, the city forester shall direct the city to release the bond.

(Code 1979, § 12.16.090)

### Sec. 14-109. - Permit required for maintenance.

No person shall hereafter move, spray, brace, trim, do surgery work, or cut above or below ground any branch or root therefrom or otherwise disturb any tree, plant or shrub in any highway, park or public place of the city, nor cause such acts to be done by others without first obtaining a written permit from the city forester who shall issue the permit if in his judgment the proposed work is necessary and the proposed method of workmanship thereof is of a satisfactory nature. The person receiving such permit shall abide by the specifications and standards of practice in this article and of any regulation as may be hereafter from time to time adopted by the city council, and shall as a condition of such permit agree to hold the city harmless from any and all liability which might result from the work or activity authorized. In addition, the city forester may require the person receiving such permit to provide such insurance coverage and in such amounts as he deems necessary to protect the interest of the city.

(Code 1979, § 12.16.100)

### Sec. 14-110. - Permit required for certain acts.

No person shall, without first obtaining a written permit from the city forester:

- (1) Fasten any sign, card, poster, wire, rope or other material to, around or through, any tree, plant, or shrub or its guard;
- (2) Permit any fire to burn where such fire or its heat, smoke or fumes will injure any portion of any tree, plant, or shrub;
- (3) Permit any toxic chemical to seep, drain, or to be emptied on or about any tree, plant, or shrub:
- (4) Deposit, store, place or maintain, on any street, highway, or other public place, any brick, sand, stone, concrete or other material which may impede free passage of water, air and fertilizer to the roots of any tree, plant, or shrub growing therein;
- (5) Fail to erect a suitable protective barrier around trees or shrubs apt to be injured during any building construction;
- (6) Fail to repair or stop any leak existing or occurring in any gas pipe or main within a radius of 40 feet of any tree or shrub;
- (7) Knowingly permit any electrical wires to come into contact with or be attached to any tree or shrub:
- (8) Excavate any ditches, tunnels, or trenches, or lay any drive within a radius of 30 feet from any tree or shrub;
- (9) Move any building or other large object along any street without furnishing any bond deemed necessary or cash sufficient to cover damage as a result of moving;
- (10) Drive, park, haul or store any automobile, truck, trailer, boat, motorcycle, snowmobile, motor home, or other motorized and/or wheeled vehicle within 25 feet of an existing tree in any street, park, or public place except while within the clearly delineated travel or parking zones of any roadway, alley, or parking lot. This shall not be construed as to preclude parking on any gravel, concrete or bituminous driveway or entryway, or operating a motor vehicle on any gravel-surfaced roadway within 25 feet of such tree.

(Code 1979, § 12.16.110)

#### Sec. 14-111. - Conditional permit for removal of tree or shrub.

As a condition to any permit issued for the removal of any tree or shrub, the city forester may require that the permit holder plant, at his sole expense, a tree or shrub designated by the city forester in place of the one removed at the removal site or at any alternate site located in a public area immediately adjoining the permit holder's property.

(Code 1979, § 12.16.120)

### Sec. 14-112. - Loss of public trees; value recovery.

(a) Whenever the city forester shall determine that a tree in any street, park or public place has been

impaired, damaged, broken, severed, destroyed, or removed in a manner which will cause immediate or future removal of the tree, which is deemed premature and untimely based on the condition, vigor, location, kind and age of the trees, and the city forester shall have knowledge of the person causing the damage, then the city forester shall assess against the responsible person the value of the tree as determined by use of the Michigan Forestry and Parks Association Shade Tree Evaluation Chart.

- (b) This shall not construe that the value received by the city shall be less than the cost of the removal of the damaged tree and replacement of a comparable tree as determined by the city forester, of not less than three-inch trunk diameter measured at a height of six inches above the ground, nor shall the city forester be restricted in his choice of the replacement planting site.
- (c) It shall be the duty of the police department having knowledge of such damage or persons causing damage to immediately report same to the city forester for investigation.
- (d) It shall be the duty of the city forester to notify the city manager and city attorney of any of the tree damage which shall dictate value recovery to the city.
- (e) The full amount of the value recovered for the damaged tree shall be conveyed to the city forester for future tree planting purposes notwithstanding the deduction of the removal cost of the damaged tree and replacement of the tree.
- (f) The city forester shall determine the time of the removal of the damaged tree, but it shall not be required that all the damaged trees must be immediately removed if found to be in safe condition in order for value recovery to take place.

(Code 1979, § 12.16.130)

# Sec. 14-113. - Abatement of infestations; entering private lands.

- (a) Any trees, plants, shrubs, or any private lands whereon insect pests and plant diseases may be found to have injuriously affected either the trees, plants or shrubs, or which may injuriously affect the public health and welfare may be entered upon by the city forester or other authorized employees to make field inspections, including the removal of specimens for laboratory analysis that may be necessary to determine the presence of the infestation or to locate any private lands which might serve as a breeding place for insects.
- (b) After determination of infestation, the city forester or other authorized employees of the park department may by written notice give the property owner a definitive time, but not less than ten days, to remove, treat and dispose of the infested trees, plants, or shrubs. If the work is not satisfactorily completed by that time, then and in that case the city forester or other authorized agent may enter upon the property and remove, destroy, and/or treat the infested area by approved practice.
- (c) If the nature of the infestation for reasons of public health and welfare does not permit the affording of ten days' written notice to the property owner, the cost of the removal, destruction, or treatment shall be borne by the city at large. In any case whereafter notice has been given to the property owner and he refuses or neglects to destroy or cause to be destroyed such infestation within 15 days after receipt of such notice, the city forester may, without further notice, cause the same to be done. In such case, all cost pertaining to the destruction of such infestation shall be paid from the city treasury, and the amount thereof assessed against the property on the next general assessment roll of the city. Where definite ownership of property cannot be established or where proper notice cannot be given the owner thereof, it shall be the duty of the city forester to cause the destruction of the infestation

at the expense of the city.

(d) In the event the city forester or those designated by him are refused admittance upon private property for the purpose of making the inspections contemplated by this section or for the purpose of removing, destroying or treating infestations determined to exist thereon, application for an order requiring the occupant and/or owner of the property to permit such entry, inspection, removal, destruction, or treatment and requiring such owner and/or occupant to cease and desist from interfering therewith may be sought in any court of competent jurisdiction.

(Code 1979, § 12.16.140)

### Sec. 14-114. - Public nuisance.

- (a) Any tree or shrub or parts thereof growing upon private property but overhanging or interfering with the use of any street, park, public improvement, or public place of the city that in the opinion of the city forester endangers the life, health, safety, or property of the public shall be declared a public nuisance.
- (b) Any tree growing on private property within the city afflicted with any dangerous and infectious insect infestation or tree disease shall be declared a public nuisance.
- (c) Any such trees located in streets, parks, or public places shall be removed at city expense and under the direction of the city forester.
- (d) Whenever any public nuisance exists contrary to the provisions of the sections in this article, the city forester or his authorized agent shall give written notice to the owner or his agent or the occupant of the property, describing the tree, its location and the nature of the nuisance, and ordering the owner, agent, or occupant to take such measures as may be reasonably necessary to correct or cease such nuisance, specifying the measures required to be taken.
- (e) It is unlawful for any person to permit, cause, or suffer the existence of a public nuisance from and after 30 days following the date of the notice provided for.
- (f) In any case notice given shall not be complied with, the city forester is authorized and empowered to order the removal or abatement of the public nuisance and, upon failure of the property owner to comply with such order in accordance with its terms, shall have the authority to make application to any court of competent jurisdiction for an order requiring the property owner and/or occupant thereof to permit the city forester or those designated by him to enter upon such private property for the purpose of removing or abating the public nuisance, and further requiring such property owner and/or occupant to cease and desist from interfering with such removal or abatement.
- (g) Any work contracted by the city forester for the removal or abatement of public nuisances shall be submitted for bids and approved by the city council.
- (h) Upon completion of the abatement or removal of the public nuisance, the city forester shall certify the cost of the removal of the public nuisance. The owner or other persons to whom the notice was directed shall be notified by mail of the removal or abatement, the cost incurred for such work, and a statement that the cost of the work must be paid within 30 days or cost incurred will be assessed against the owner's property at a regular meeting of council to be held not sooner than 30 days after the date of notice.
- (i) It shall be the duty of the owner of the property or other person to whom notice was directed to

pay the cost of such removal within 30 days after the date of mailing of the notice of completion, and in case of his failure to do so, the city shall have the right to make assessment by ordinance against any property for the purpose of collection in the same manner as general taxes are collected.

(Code 1979, § 12.16.150)

# Sec. 14-115. - Enforcement; interference with city forester.

No person shall prevent, delay, or interfere with the city forester or any of his assistants in the execution of enforcement of this article; provided, however, that nothing in this section shall be construed as an attempt to prohibit a public hearing or any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the city.

(Code 1979, § 12.16.160)

Sec. 14-116. - Violation.

Any person who violates this article shall be subject to the penalties for such violation in addition to the appraised value of the tree. The appraisal shall be performed by a state certified forester.

(Code 1979, § 12.16.170)

Secs. 14-117—14-140. - Reserved.



### PUBLIC TREE PLANTING PROGRAM

Public Sponsored Tree Planting Program

The City of Hillsdale is inviting persons and businesses to help replant Hillsdale "Tree City USA" one tree at a time. The infestation of the non-native Emerald Ash Borer (EAB) beetle has resulted in the destruction of nearly all ash trees that had been planted along City streets and parks. Coupled with the normal loss of street and park trees this has resulted in a smaller urban forest and canopy. In addition to providing shade, trees benefit the City by reducing storm water runoff, creating oxygen while enhancing property values, counteracting increased temperatures due to development and providing homes for wildlife. While the City of Hillsdale will continue its replanting efforts we understand that some people and businesses may want a tree planted before the City can plant one or may wish to donate a tree to enhance the beauty of our City.

A person or business interested in paying to plant a tree in the right-of-way between the sidewalk and the curb or to plant a tree in a public space (parks, parking lot planting areas, public buildings, City owned properties) should follow these steps:

1. Identify a Pre-Authorized Nursery [see list provided by City Forester]

- 2. Identify tree planting location (if desired) and tree species (if desired) [see list of approved trees provided by City Forester]
- 3. Complete a Forestry Permit (at no cost) and submits to the City Forester for review and approval

4. Wait for approval of location and species (if requested) by City Forester

- 5. When approved by City Forester, the Pre-Authorized Nursery will be responsible for:
  - Contacting MISS DIG at 1-800-482-7171 to identify locations of underground infrastructure, such as water, sewer, gas and power lines
    - A person or business can verify MISS DIG has been called prior to planting by looking for spray painted markings on the ground and/or flags identifying the location of the underground utilities
  - b. Digging the hole and planting the tree provided by the Pre-Approved Nursery [If a person or business desires to plant tree themselves permission must be obtained by the City Forester prior to commencing. City Forester will inspect and give final approval of all trees planted in this manner]

6. Person or business pays contractor for work

- 7. If a person or business is interested in receiving a Tax deduction letter for the tree planting, submit a copy of the Forestry Permit and copy of paid tree invoice to the City Forester. Upon field inspection of installed tree, a donation letter will be provided to the person or business [work done by a person or business in planting a tree will not be eligible for inclusion in a tax deduction letter from the City]
- 8. After the tree is planted the City Forester will provide a final planting inspection.

Persons and businesses are also encouraged to assist the City in providing funding to be applied as a match for Community Forestry Grants that the City applies for when available. This donation towards the matching requirements of a grant application (if funded) would also be eligible for a tax deduction letter from the City of Hillsdale.

The following businesses have been authorized by the City of Hillsdale to directly work with property owners to sell and plant trees in the City's rights-of-way, and public spaces pending the approval of a City Forestry Permit for each location. These businesses have met the requirements of the City's Request for Qualifications established by the City Forester [list is subject to change and the listing of these companies is neither an endorsement of their products or services by the City of Hillsdale or by any City of Hillsdale official or personnel]:

Hickory Hills Nursery, 1951 N. Sand Lake Rd, Hillsdale Michigan 49242, Larry Caldwell 517-437-2247 Hoop Lawn & Snow, 7624 S. Hillsdale Rd, Hillsdale Michigan 49242. Alan Pitts 517-357-4211 Lodi Farms Nursery, 2880 South Wagner Rd, Ann Arbor Michigan 48103, Justin Francis 734-665-5651 Gleis Inc. 3500 Milnes Rd, Hillsdale Mi 49242, Damon Glei 517-437-4495

\*A Forestry Permit is needed for each tree to be planted through the program prior to installation. For More information contact Gary Stachowicz, City Forester at 517-437-6493.



### Pre-Approved Nurseries Specifications & Conditions

### Minimum Plant Specifications

All trees shall be live, northern grown, freshly dug stock with a well developed fibrous root system. Trees shall be balled and bur-lapped or container grown but must be uniformly branched and free from mechanical and/or physical injury. All trees shall be dug from nurseries located in Zones 5 or 6 of the USDA Hardiness Zone Map.

All trees shall be a minimum of two inches (2.0") caliper size measured at six inches above base of stem. Tree branching shall be such that renders the tree crown in good balance with the trunk. Trees shall be dug and transported in such a manner that the root ball remains firm and intact. Trees will not be accepted if the root balls are loose, broken or damaged in any way. All trees and planting material shall be adequately protected from the elements during transport and any time prior to planting.

All burlap, wire mesh and other materials used to transport trees shall be removed from around the trunk of the tree at the time that trees are placed in the ground. Planting holes shall be dug a minimum of one and one half (1.5) times the diameter of the root ball. Planting holes shall be backfilled with soil excavated from the planting hole. All tags, labels or flagging shall be removed from the trees at time of planting. Any excess soil shall be removed from the site and disposed of at a location provided by the City of Hillsdale. Shredded hardwood mulch shall be placed over the entire disturbed planting area at a depth of three to four inches (3-4"). No mulch shall be in direct contact with the tree trunk.

### Turf Damage & Restoration

Any and all damage caused to the area during planting shall be repaired immediately at no cost to the City of Hillsdale. Examples of damage include ruts, holes and damaged turf.

### **Utility Notification**

The Pre-Approved Nursery or person(s) responsible for planting the tree shall be responsible for contacting MISS DIG at 1-800-482-7171 at least 72 hours prior to digging at all proposed planting sites.

### Guarantee

The Pre-Approved Nursery shall guarantee the life and health of all trees, the quality of all materials provided and work performed for a period of one (1) year from the date the final inspection is made by the City Forester of the work performed. Replacement trees shall be of the same species and size as originally planted. Substitutions may be granted only by prior approval of the City Forester. Replacement trees shall be provided, delivered and planted at the sole expense of the Pre-Approved Nursery and/or the person or business who planted the original tree. Replacement trees shall include but not be limited to dead trees and will also include trees with twenty-five percent (25%) or greater crown death with sufficient die back to render them unacceptable as landscape trees as determined by the City Forester.

### Insurance & Indemnity

The Pre-Approved Nursery shall carry public liability and property damage insurance with an insurance company and coverage satisfactory to the City of Hillsdale and limits of liability of not less than five hundred thousand dollars (\$500,000) first dollar coverage, with the City of Hillsdale designated therein as a named insured and provide the City of Hillsdale with a copy of such insurance policy or other proof thereof acceptable to the City of Hillsdale prior to the commencement of any contemplated work.

The Pre-Approved Nursery shall carry and provide all workers compensation insurance coverage 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.

The Pre-Approved Nursery shall defend, indemnify and hold the City of 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 claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the Pre-Approved Nursery, his or her agents, and/or employees, or any other person, or which otherwise arise or have claimed to have arisen out of any work whether by or at the direction of the contractor, his/her agents and/or employees or otherwise by any other person, whether or not such damages or injuries (including death), are caused in part y the negligence of the City of Hillsdale, its employees, agents or representatives; provided, however, that the contractor 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 of the City of Hillsdale.

### Pre-Approved Nursery Acceptance of Specifications and Conditions

All Pre-Approved Nurseries shall sign that they have received the specifications and conditions contained herein and sign that they accept the specifications and conditions as presented prior to commencing work connected to the City of Hillsdale Public Tree Planting Program.

### Persons or Businesses Conducting Planting in lieu of Planting Performed by a Pre-Approved Nursery

All specifications and conditions pertaining to Pre-Approved Nurseries shall be applicable to persons or businesses who conduct planting of trees in lieu of a Pre-Approved Nursery, save persons may substitute a home owner's policy in lieu of a public liability and property damage insurance policy. Moreover, persons who perform planting shall not need to provide a worker's compensation insurance coverage.

### **Recommended Tree Species to Plant**

In an ongoing effort to diversify our urban forest, the City of Hillsdale has developed a list of acceptable tree species for residents to plant within the cities right of way. This will help reduce its vulnerability to specific tree pests such as the emerald ash borer which has had a noticeable impact on our urban street tree population. Some streets that were lined exclusively with ash trees are either barren of street trees or soon will be. The more diverse our urban forest becomes, the less susceptible it will be to insects and disease such as the emerald ash borer. The following tree lists are broken down into small trees (up to 25 feet tall), medium size trees (25-40 feet tall) and large trees, those that grow taller than 40 feet. Tree species not on the following list may be planted but only from approval by the city forester. Information relating to most of the trees on the lists can be found at <a href="http://plants.usda.gov">http://plants.usda.gov</a>.

### Large trees (mature height >40 feet tall)

Note: All trees must be single stemmed.

Latin Name	Common Name	Native	Notes
Acer rubrum	Red Maple	Yes	
Acer platanoides	Crimson king	No	
Acer saccharum	Sugar Maple	Yes	
Betula nigra	River Birch	Yes	
Celtis occidentalis	Hackberry	Yes	
Cercidiphyllum japonicum	Katsuratree	No	
Corylus colurna	Turkish Filbert	No	
Eucommia ulmoides	Hardy Rubber Tree	No	
Ginkgo biloba	Ginkgo	No	choose male variety only
Gleditsia triacanthos	Honeylocust	Yes	choose thornless variety
Liquidambar styraciflua	Sweetgum	Yes	
Liriodendron tulipifera	Tulip Tree	Yes	
Nyssa sylvatica	Blackgum	Yes	
Platanus occidentalis	Sycamore	Yes	
Platanus x acerifolia	London Planetree	No	
Quercus alba	White Oak	Yes	
Quercus bicolor	Swamp White Oak	Yes	
Quercus imbricaria	Shingle Oak	Yes	
Quercus macrocarpa	Bur Oak	Yes	
Quercus rubra	Red Oak	Yes	
Tilia Americana	Basswood	Yes	

### Medium trees (25-40 feet tall)

Note: All trees must be single stemmed.

Latin Name	Common Name	Native	Notes
Carpinus betulas	European Hornbeam	No	
Cladrastis lutea	American Yellowwood	Yes	
Ostrya virginiana	American Hophornbeam	Yes	
Parrotia persica	Persian parrotia	No	

### Small Trees (mature height less than 30 feet).

Suitable for planting under power lines

Note: All trees must be single stemmed

Latin Name	Common Name	Native Notes
Acer campestre	Hedge Maple	No
Amelanchier species	Serviceberry	Yes
Carpinus caroliniana	American Hornbeam	Yes
Cercis Canadensis	Eastern Redbud	Yes
Cornus Kousa	Kousa Dogwood	No
Prunus sargentii	Sargent cherry	No
Prunus serrulata	Kwanzan cherry	No
Malus species.	Crabapple	yes
Prunus x incamp	Okame cherry	hybrid

### City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

**Agenda Item:** Adoptions of Budget

**SUBJECT: Budget for 2019 - 2020** 

### BACKGROUND PROVIDED BY STAFF: Bonnie Tew, Finance Director

The final step in the budget process is the adoption of the attached budget resolutions. This is the columniation of many months of work by staff and Council to create the roadmap for the coming year.

At the April 1, 2019 Council meeting the proposed 2019-20 budget was presented. In the month of April Council as a whole met with staff to review the various department's requests. A Public Hearing was conducted May 20, 2019 for members of the public to express their opinions regarding the proposed budget. Charter dictates that on or before the first Monday in the month of June, Council shall by resolution make an appropriation for the next fiscal year to meet the expenses of the activities of the City and levy the taxes. Accordingly, the attached resolutions define the specific amounts of expenditures for each of the funds of the City and the BPU, as well as their capital budgets. It also affirms a 2.75% wage increase for city non-union employees.

There are five resolutions attached: City's general obligation requirements (including the Library), sinking fund, Fire Department/Public Safety millage, budget resolution with sinking fund and budget resolution without sinking fund. If the sinking fund is approved the budget resolution with Total Revenues City at Large of \$11,751,730 should be passed. If the sinking fund is not approved the budget resolution with Total Revenues City at Large of \$11,361,984 should be passed.

### **RECOMMENDATION:**

Council adopt the attached resolutions to approve the budget as presented for the period of July 1, 2019 – June 30, 2020 and levy the taxes.

## CITY OF HILLSDALE, MICHIGAN RESOLUTION NO.

**WHEREAS**, the Hillsdale City Council has held a public hearing pursuant to Public Act 5 of 1982, as amended, being 211.24e of the Michigan Compiled Laws; and

**WHEREAS**, the Council finds it necessary to levy the City's full available millage rate with rollback caused by PA 5 of 1982;

**THEREFORE, BE IT RESOLVED**, that pursuant to Hillsdale City Charter Section 8.4, for the purpose of defraying the **general expenses and liabilities of the City**, the sum of \$1,625,623.81 shall be raised by a general tax of twelve and 4337 hundredths mills (\$12.4337 per \$1,000 of taxable valuation) upon the ad valorem real and personal property in the City; and

**BE IT FURTHER RESOLVED**, that pursuant to Hillsdale City Charter Section 8.4, for the purpose of defraying the **expenses of working upon, improving, and repairing and cleaning the streets of the City**, the sum of \$325,132.61 shall be raised by a general tax of **two and 4868 hundredths** mills (\$2.4868 per \$1,000 of taxable valuation) upon the ad valorem real and personal property in the City; and

**BE IT FURTHER RESOLVED,** that pursuant to Hillsdale City Charter Section 2.4, and Hillsdale Municipal Code Section 2-265, for the purposes of defraying the **expenses of the City's public Library,** the sum of \$130,050.43 shall be raised by a general tax **9947 hundredths** of a mill (\$0.9947 per \$1,000 of taxable valuation) upon the ad valorem real and personal property in the City; and

**BE IT FURTHER RESOLVED**, that pursuant to Public Act 88 of 1983, as amended, the City Treasurer is hereby authorized and directed to impose and collect such property tax administration fees, collection fees, and late payment charges as are authorized by law and charter.

PASSED IN OPEN COUNCIL MEETING THIS 3<sup>RD</sup> DAY OF JUNE, 2019.

	Adam L. Stockford, Mayor	
ATTEST:		
Katy Price, City Clerk	_	

## CITY OF HILLSDALE, MICHIGAN RESOLUTION NO.

**WHEREAS**, the Hillsdale City Council has held a public hearing pursuant to Public Act 5 of 1982, as amended, being 211.24e of the Michigan Compiled Laws; and

**WHEREAS**, the Council finds it necessary to levy the City's full available millage rate with rollback caused by PA 5 of 1982;

**BE IT FURTHER RESOLVED**, that pursuant to Hillsdale City Charter Section 8.4, for the purpose of **payment into a sinking fund established for the payment of debt service**, the sum of \$389,745.98 shall be raised by a general tax of **two and 9810 hundredths** mills (\$2.9810 per \$1,000 of taxable valuation) upon the ad valorem real and personal property in the City; and

**BE IT FURTHER RESOLVED**, that pursuant to Public Act 88 of 1983, as amended, the City Treasurer is hereby authorized and directed to impose and collect such property tax administration fees, collection fees, and late payment charges as are authorized by law and charter.

PASSED IN OPEN COUNCIL MEETING THIS 3<sup>RD</sup> DAY OF JUNE, 2019.

	Adam L. Stockford, Mayor
ATTEST:	
Katy Price City Clerk	

## CITY OF HILLSDALE, MICHIGAN RESOLUTION NO.

**WHEREAS**, the Hillsdale City Council has held a public hearing pursuant to Public Act 5 of 1982, as amended, being 211.24e of the Michigan Compiled Laws; and

**WHEREAS**, the Council finds it necessary to levy the City's full available millage rate with rollback caused by PA5 of 1982; and

WHEREAS, the City under Article IX, Section 6 of the Michigan Constitution placed before the electors a proposal to increase the tax limit on general ad valorem taxes by 1.00 mill (\$1.00 per \$1000 of taxable value) on all taxable property located in the City for a period of ten (10) years, 2019 through 2028, for the purpose of Fire Department and Public Safety acquisition and replacement of equipment, vehicle and capital improvement (building and facilities) only; and

**WHEREAS**, the Fire Department and Public Safety Equipment, Vehicle, and Capital Improvement Millage Proposal was approved by the electors of the City of Hillsdale in the May 7, 2019 election;

**THEREFORE, BE IT RESOLVED**, that pursuant to the passage of that proposal, the sum of \$130,743.37 shall be raised by a general tax of **one** mill (\$**1.00** per \$1,000 of taxable valuation) upon the ad valorem real and personal property in the City; and

**BE IT FURTHER RESOLVED**, that pursuant to Public Act 88 of 1983, as amended, the City Treasurer is hereby authorized and directed to impose and collect such property tax administration fees, collection fees, and late payment charges as are authorized by law and charter.

PASSED IN OPEN COUNCIL MEETING THIS 3<sup>RD</sup> DAY OF JUNE, 2019.

	Adam L. Stockford, Mayor	
ATTEST:		
Katy Price, City Clerk		

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

**BE IT RESOLVED**, that the following sums shall be approved as budgeted and appropriated to meet the expenses of the several funds and activities of the City of Hillsdale for the fiscal year beginning July 1, 2019 and ending June 30, 2020

### Revenues:

Property Taxes	\$ 2,717,500
Payment in Lieu of Taxes	
Grants & Donations	2,619,135
State Revenue Sharing	2,127,105
Internal Transfers	1,457,855
Miscellaneous Other Revenues	1,709,635
Miscenaneous Other Revenues	1,709,033

### **Total Revenues City at Large**

\$11,751,730

### General Fund Expenditures:

City Council	\$27,185
City Manager	168,595
Human Resources	145,715
Economic Development	
Administrative Services	
Elections	12,850
Assessing Department	
City Clerk	
Finance	
City Treasurer	
Building & Grounds	
Parking Lots	
Cemeteries	
Airport	135,040
Police Department	
Fire Department	442,575
Code Enforcement	
Planning Department	92,965
Public Services	272,650
Street Lighting	68,500
Parks	
Transfers to Other Funds	816,355

Major Streets/Trunkline Fund	
Local Streets Fund	<i>'</i>
Recreation Fund	
Economic Development Corp. Fund	
Tax Increment Finance Authority Fund	
Drug Forfeiture Fund	2,500
Library Fund	
Police OWI Enforcement Fund	3,600
Debt Service	332,500
Capital Improvement Fund	1,394,345
Fields of Dreams	
Mrs. Stock's Park Fund	8,000
Airport Improvement Fund	537,500
Dial-a-Ride Transportation Fund	
DPS Inventory Fund	
Revolving Mobile Equipment Fund	
Fire Vehicle & Equipment Fund	
Unemployment Insurance Fund	
DPS Leave & Fringe Benefits Fund	
Cemetery Perpetual Care Fund	
Centerery r espectation Care r una	20,000
	¢11 001 170
Total Expenditures City at Large	\$11,801,170
	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City	, ,
	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:	Charter, the budgets
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,000
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,0002,295,700
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BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,0002,295,7001,688,500
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,0002,295,7001,688,500
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BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets \$13,351,0002,295,7001,688,500 \$12,711,5001,871,3001,474,975
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets \$13,351,0002,295,7001,688,500 \$12,711,5001,871,3001,474,975 \$84,500950,000
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets \$13,351,0002,295,7001,688,500 \$12,711,5001,871,3001,474,975 \$84,500950,000950,000

**BE IT FURTHER RESOLVED**, that pursuant to Section 13.6 of the City Charter, those capital projects which are to begin in fiscal year 2019-2020 as indicated on the report the Board of Utilities presented to Council are hereby approved for the fiscal year 2019-2020.

**BE IT FURTHER RESOLVED,** that the wage and salary schedule for non-union, non-contractual employees of the city and the Board of Public Utilities shall be increased by two and three-quarters percent (2.75%) from the current levels, effective July 1, 2019. This is exclusive of all employment contracts and/or agreements.

PASSED IN OPEN COUNCIL ME	EETING THIS 3 <sup>RD</sup> DAY OF JUNE, 2019.
ATTEST:	Adam L. Stockford, Mayor
Katy Price, City Clerk	

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

**BE IT RESOLVED**, that the following sums shall be approved as budgeted and appropriated to meet the expenses of the several funds and activities of the City of Hillsdale for the fiscal year beginning July 1, 2019 and ending June 30, 2020

### Revenues:

Property Taxes	\$ 2,327,754
Payment in Lieu of Taxes	
Grants & Donations	2,619,135
State Revenue Sharing	2,127,105
Internal Transfers	
Miscellaneous Other Revenues	1,709,635
	······································

### **Total Revenues City at Large**

\$11,361,984

### General Fund Expenditures:

City Council	\$27,185
City Manager	
Human Resources	
Economic Development	
Administrative Services	
Elections	
Assessing Department	192,675
City Clerk	
Finance	
City Treasurer	151,840
Building & Grounds	142,860
Parking Lots	
Cemeteries	
Airport	135,040
Police Department	
Fire Department	
Code Enforcement	
Planning Department	92,965
Public Services	
Street Lighting	68,500
Parks	
Transfers to Other Funds	

Major Streets/Trunkline Fund	
Local Streets Fund	<i>'</i>
Recreation Fund	
Economic Development Corp. Fund	
Tax Increment Finance Authority Fund	
Drug Forfeiture Fund	2,500
Library Fund	
Police OWI Enforcement Fund	3,600
Debt Service	332,500
Capital Improvement Fund	1,394,345
Fields of Dreams	
Mrs. Stock's Park Fund	8,000
Airport Improvement Fund	537,500
Dial-a-Ride Transportation Fund	
DPS Inventory Fund	
Revolving Mobile Equipment Fund	
Fire Vehicle & Equipment Fund	
Unemployment Insurance Fund	
DPS Leave & Fringe Benefits Fund	
Cemetery Perpetual Care Fund	
Centerery r espectation Care r una	20,000
	¢11 001 170
Total Expenditures City at Large	\$11,801,170
	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City	, ,
	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City	, ,
<b>BE IT FURTHER RESOLVED</b> , that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:	Charter, the budgets
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,000
BE IT FURTHER RESOLVED, that pursuant to Section 13.7 of the City for the Hillsdale Board of Public Utilities are herby approved as follows:  Revenues:  Electric Fund	Charter, the budgets\$13,351,0002,295,700
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**BE IT FURTHER RESOLVED**, that pursuant to Section 13.6 of the City Charter, those capital projects which are to begin in fiscal year 2019-2020 as indicated on the report the Board of Utilities presented to Council are hereby approved for the fiscal year 2019-2020.

**BE IT FURTHER RESOLVED,** that the wage and salary schedule for non-union, non-contractual employees of the city and the Board of Public Utilities shall be increased by two and three-quarters percent (2.75%) from the current levels, effective July 1, 2019. This is exclusive of all employment contracts and/or agreements.

PASSED IN OPEN COUNCIL ME	EETING THIS 3 <sup>RD</sup> DAY OF JUNE, 2019.
ATTEST:	Adam L. Stockford, Mayor
Katy Price, City Clerk	

## City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

Agenda Item: New Business

**SUBJECT:** 2019 Hillsdale Drinking Water Video Contest Winners

### **BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator)**

Hillsdale City Board of Public Utilities works with the Michigan Rural Water Association (MRWA) to educate the public in ways to keep our drinking water clean. Each year the Wellhead Protection Committee chooses a different way to achieve this goal. This year, the Committee approached the Mindy Eggleston's Video Class at Hillsdale High School and asked them to create educational videos. The Class was told that the top two videos would receive \$300 in prize money and the videos would be shown on the "big screen" at the local cinema during the preview period.

The winning videos were created by two groups of students.

Group 1 consists of; Abigail Baker, Hannah Lee, Gabby Gates and Lydia Lee.

https://www.youtube.com/watch?v=tZ3aJQgaiRU&feature=youtu.be

Group 2 consists of; Vanessa Brown, Kendra Truax and Tori Lucas

https://www.youtube.com/watch?v=i934cGL4YKg&feature=youtu.be

The Wellhead Protection Committee would like to thank them for their hard work and creativity and congratulate them on their accomplishment and Ms. Eggleston for her guidance and willingness to further the MRWA's goals. The Committee would also like to thank the Mayor and Council for taking the time to acknowledge these accomplishments at this meeting.

### City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

**Agenda Item:** New Business

**SUBJECT:** Parcel Divisions

### **BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator)**

In compliance with HMC Sec. 18-82 and the MI PA 288 of 1967, Parcel Divisions must be reviewed by the Planning Commission and a recommendation made to Council for final determination. At the May regular meeting, the Planning Commission reviewed the submitted applications for parcel divisions.

**3980 W. Carleton Rd. Parcel Division** – The owner of the property located at 3980 W. Carleton is asking to divide the existing 3.4 acre parcel into two parcels of 1.4 acres and 2.0 acres. The recommendation from the City Assessor is that the 2.0 acre parcel would have to be deeded to owner of the adjacent property or require an easement for access as there would be no developed road frontage and would therefore create a landlocked parcel.

#### **RECOMMENDATION:**

It is the recommendation of City Staff and the City Planning Commission that Council approve the submitted request for parcel divisions.





w/o fee APR 10 REC'D

### City of Hillsdale LAND DIVISION APPLICATION

Date Received by clerk/treasurer: \_\_\_\_\_\_Application Fee \$75 – Check or Receipt #: \_\_\_\_\_

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

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

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

APPLICANT Information:		
Owner of Property: Stephen Mac	CI	
Daytime Phone Number: 269-76		ran I
Mailing Address: 19995 V DR N		
City: Olivet	State: MI	Zip: 49076
PARENT Parcel Identification Number roll: 1. 30-006- 016-100-24	(s) as Identified on	the most recent assessmen
2. 30-006-		- C
3. 30-006-	The state of the s	n-1
4. 30-006		2 1
5. 30-006-		

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

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

#### PROPOSAL:

- 1. Attach a tentative parcel map (survey preferred), including:
  - a. Proposed boundary lines and the dimensions of each resulting parcel for this application.
  - This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance and Section 109 of the Michigan Land Division Act (formerly the subdivision control act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996) MCL 560.101 et seq.). Land in the City of Hillsdale shall not be divided without the prior review and approval by the City Council or their designated agent, in accordance with the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.

### City of Hillsdale LAND DIVISION APPLICATION

b. Accurate legal description for each resulting parcel proposed.

c. The location, dimensions and nature of proposed ingress to and egress from any existing or proposed public streets.

d. The location of any public or private street, driveway (and associated existing addresses) or utility easement(s) to be located within any resulting parcel(s).

e. The location(s) of any existing structures or improvements (i.e. septic, well, house, garage, etc) and setback from proposed parcel lines.

f. Intended use for each proposed parcel (commercial, single-family residential, duplex, apartments, industrial, etc. – Separate application to amend the zoning map may be required).

2.	<b>DEVELOPMENT</b>	SITE	LIMITS.	Check	each	item	below	that	represents	á
	condition that exists	on the	parent par	rcel. Indi	cate Io	cation	on proj	osed	parcel map	

a.	In a DNR-designated critical sand dune area?	***************************************
b.	Riparian or littoral (river or lake front parcel)?	$\checkmark$
c.	Affected by a Great Lake High Erosion setback?	
đ.	A wetland?	
e.	A beach?	
f.	Within a flood plain?	
g.	Slopes more than twenty five percent (a 1:4 pit	ch or 14 deg

g. Slopes more than twenty five percent (a 1:4 pitch or 14 degree angle) or steeper?

h. On muck soils or soils known to have severe limitation for on-site sewage systems if not served by public sewer.

i. Known or suspected to have an abandoned well, underground storage tank or contaminated soils?

### 3. FUTURE DIVISIONS:

a. How many divisions are remaining after processing of this application?

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

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

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

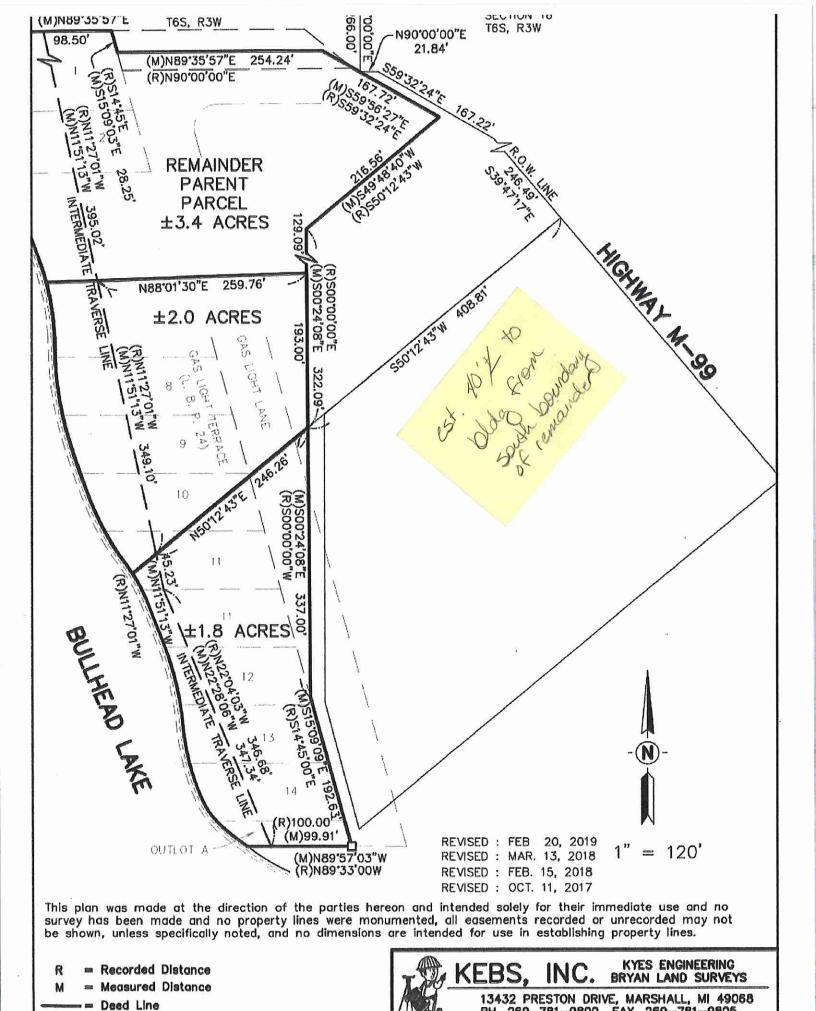


### City of Hillsdale LAND DIVISION APPLICATION

any other statute, building code, zoning ordinance, deed restriction or other property rights.

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

Property Owner's Signature:
Date: 3- - 9
All complete application packages will be acted upon within 60 days of receipt. If the application package does not conform to the City of Hillsdale Land Division Ordinance requirements and/or the State of Michigan Land Division Act, the administrator shall return the same to the applicant for completion and refilling in accordance with same.
For Government Use - DO NOT WRITE BELOW THIS LINE
ZONING ADMINISTRATOR COMMENTS:
Current Zoning:  Does the request meet the minimum lot size and width requirements under the current zoning?:
Recommendation: Part platted - PC review required
ASSESSOR'S COMMENTS: Platted or unplatted? Both  If unplatted, how many splits are available? Recommendation: Approve wcondition - deeded access easement or sale to boner of adjacent property (No developed road front age)  DATE OF COUNCIL ACTION: Approved; Conditions, if any:
Denied; Reasons:
Assessor/Land Division Administrator Signature and Date:
Legal Description Change #: Date Processed: Attach list showing parcel numbers, addresses and descriptions of all resulting parcels.  First year this change will appear on the assessment roll:



Distance Not to Scale

PH. 269-781-9800 FAX. 269-781-9805 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047

### SKETCH

### FOR: STEPHEN MOORE

REMAINDER PARENT PARCEL 3.4 ACRES

A parcel of land located in the Northwest 1/4 of Section 16, Town 6 South, Range 3 West, City of Hillsdale, Hillsdale County, Michigan being described as: Commencing at the Northwest Corner of Section 16, T6S, R3W; thence N90°00'00"E, 1475.42 feet along the North line of said Section 16; thence S00°00'00"E, 266.00 feet; thence N90°00'00"E, 21.84 feet; thence S59°32'24"E, 167.22 feet to the Southwesterly right-of-way line of Highway M-99; thence S39°47'17"E, 246.49 feet along said right-of-way line; thence S50°12'43"W, 408.81 feet; thence N00°24'08"W, 193.00 feet (recorded as N00°00'00"W) to the point of beginning of the following described parcel; thence S88°01'30"E, 259.76 feet to a Intermediate Traverse Line along the Easterly shore of Bullhead Lake as described in Gas Light Terrace, as recorded in Liber 8 of Plats, page 24, in the Office of the Register of Deeds of Hillsdale County, Michigan; thence N11°51'13"W, 395.02 feet (recorded as N11°27'01"W) along said Intermediate Traverse Line to the North line of Lot 1 of said Gas Light Terrace; thence N89°35'57"E, 98.50 feet (recorded as N90°00'00"E) along said North line to the Northeast Corner of Lot 1 of said Gas Light Terrace; thence S15°09'03"E, 28.25 feet (recorded as S14°45'E) along the Easterly Line of said Lot 1; thence N89°35'57"E, 254.24 feet (recorded as N90°00'00"E); thence S59°56'27"E, 167.72 feet (recorded as S59°32'24"E); thence S49°48'40"W, 216.56 feet (recorded as S50°12'43"W); thence S00°24'08"E, 129.09 feet (recorded as S00°00'00"E) to the point of beginning; said parcel containing all land between the Southerly and Northerly boundary lines extended from said Intermediate Traverse Line to the shore line of Bullhead Lake; said parcel contains 3.4 acres, more or less; said parcel being subject to any easements or restrictions of use

Subject to a 50 feet wide easement abutting part of the North boundary, to be used in common with others, and previously described as: Beginning at the Northeast Corner of Lot 1 of "Gas Light Terrace": thence S14°15'E a distance of 28.25 feet; thence East a distance of 286.20 feet to Highway M-99; thence N50°05'03"W a distance of 77.92 feet; thence West a distance of 239.60 feet; thence S14°45'E a distance of 23.45 feet to

the point of beginning.



EBS, INC.

KYES ENGINEERING BRYAN LAND SURVEYS

13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805

2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047

DRAWN BY: BEB	SECTION 16, T6S, R3W
FIELD WORK BY: MJG	JOB NUMBER: 92631
FIELD WORK DATE: 9/6/17	SHEET 3 OF 3

REVISED: FEB 20, 2019 REVISED: MAR. 13, 2018 REVISED: FEB. 15, 2018 REVISED: OCT. 11, 2017

### SKETCH

### FOR: STEPHEN MOORE

2.0 ACRE PARCEL

A parcel of land located in the Northwest 1/4 of Section 16, Town 6 South, Range 3 West, City of Hillsdale, Hillsdale County, Michigan being described as: Commencing at the Northwest Corner of Section 16, T6S, R3W; thence N90°00'00"E, 1475.42 feet along the North line of said Section 16; thence S00°00'00"E, 266.00 feet; thence N90°00'00"E, 21.84 feet; thence S59°32'24"E, 167.22 feet to the Southwesterly right-of-way line of Highway M-99; thence S39°47'17"E, 246.49 feet along said right-of-way line; thence \$50°12'43"W, 408.81 feet to the point of beginning of the following described parcel; thence S50°12'43"E, 246.26 feet to a Intermediate Traverse Line along the Easterly shore of Bullhead Lake as described in Gas Light Terrace, as recorded in Liber 8 of Plats, page 24, in the Office of the Register of Deeds of Hillsdale County, Michigan; thence N11°51'13"W, 349.10 feet (recorded as N11°27'01"W) along said Intermediate Traverse Line; thence N88°01'30"E, 259.76 feet; thence S00°24'08"E, 193.00 feet (recorded as S00°00'00"E) to the point of beginning; said parcel containing all land between the Southerly and Northerly boundary lines extended from said Intermediate Traverse Line to the shore line of Bullhead Lake; said parcel contains 2.0 acres, more or less; said parcel being subject to any easements or restrictions of use or record.

#### 1.8 ACRE PARCEL

A parcel of land located in the Northwest 1/4 of Section 16, Town 6 South, Range 3 West, City of Hillsdale, Hillsdale County, Michigan being described as: Commencing at the Northwest Corner of Section 16, T6S, R3W; thence N90°00'00"E, 1475.42 feet along the North line of said Section 16; thence S00°00'00"E, 266.00 feet; thence N90°00'00"E, 21.84 feet; thence S59°32'24"E, 167.22 feet to the Southwesterly right-of-way line of Highway M-99; thence S39°47'17"E, 246.49 feet along said right-of-way line; thence S50°12'43"W, 408.81 feet to the point of beginning of the following described parcel; thence S00°24'08"E, 337.00 feet (recorded as \$00°00'00"W) to the Westerly line of Gas Light Lane (vacated), a part of Gas Light Terrace, as recorded in Liber 8 of Plats, page 24, in the Office of the Register of Deeds of Hillsdale County, Michigan; thence \$15°09'09'E, 207.31 feet along said Westerly line to the Southeast Corner of Outlot A of said Gas Light Terrace; thence N89°57'03"W, 99.91 feet(recorded as N89°33'00"W, 100.00 feet) along the South line of said Outlot A to a Intermediate Traverse Line along the Easterly shore of Bullhead Lake; thence N22°28'06"W, 347.34 feet (recorded as N22°04'03"W, 346.68 feet along said Intermediate Traverse Line; thence N11°51'13"W, 45.23 feet (recorded as N11°27'01"W) along said Intermediate Traverse Line; thence N50°12'43"E, 246.28 feet to the point of beginning; said parcel containing all land between the Southerly and Northerly boundary lines extended from said Intermediate Traverse Line to the shore line of Bullhead Lake; said parcel contains 1.8 acres, more or less; said parcel being subject to any easements or restrictions of use or record.



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2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047

DRAWN BY: BEB	SECTION 16, T6S, R3W
FIELD WORK BY: MJG	JOB NUMBER: 92631
FIELD WORK DATE: 9/8/17	SHEET 2 OF 3

REVISED: FEB 20, 2019 REVISED: MAR. 13, 2018 REVISED: FEB. 15, 2018 REVISED: OCT. 11, 2017





### **Hillsdale County General Property Information**

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various township, city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the Township/City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Report Date: 4/10/2019 Property Data current as of: December 17, 2018

Parcel ID: 30-006-016-100-24

Owner: MOORE, STEPHEN JOHN II

Owner(secondary):

Property Address: 3980 W CARLETON RD BLDG 2

City/Twp/Village: CITY OF HILLSDALE

School District: HILLSDALE COMMUNITY

Owner Address: 19995 V DRIVE N

OLIVET MI 49076-9550

Property Class: 301

Tax Description: BEG NW COR LOT 1 GAS LIGHT TERRACE TH E 98.5 FT TO NE COR SD LOT and W

LN GAS LIGHT LN (VAC BY COUNTY RD COMM 1970) TH N14 MIN 45 SEC W 40 FT TH E 239.6 FT TH S50 DEG 05 MIN 03 SEC E 77.92 FT TH W 32 FT TH S59 DEG 32 MIN 24 SEC E 167.72 FT TH S50 DEG 12 MIN 43 SEC W 216.56 FT TH S 659.11 FT TH S14 DEG 45 MIN E 192 FT TO SE COR OUTLOT A TH W TO SHORE BULLHEAD LK TH NWLY ALG SD SHORE LN TO A PT 35 FT +/- W OF POB TH E TO POB N 50 FT OF E 239.6 FT BEING SHARED EASEMENT EXC COM NW COR SEC 16 TH N90 DEG E 1475.42 FT ALG N LN SD SEC TH S00 DEG E 266 FT TH N90 DEG E 21.84 FT TH S59 DEG 32 MIN 24 SEC E 167.22 FT TO SWLY R/O/W LN HWY M-99 TH S39 DEG 47 MIN 17 SEC E 246.49 FT ALG SD R/O/W LN TH S50 DEG 12 MIN 45 SEC W 421.41 FT FOR POB TH S00 DEG 24 MIN 08 SEC E 337 FT+/- TO WLY LN GAS LIGHT LN (VAC) TH S15 DEG 09 MIN 09 SEC E 192.01 FT ALG SD WLY LN TO SE COR OUTLOT A GAS LIGHT TERRACE TH N89 DEG 57 MIN 3 SEC W 99.91 FT (REC N89 DEG 33 MIN W 100 FT) ALG S LN SD OUTLOT A TO ELY SHORE BULLHEAD LK TH N22 DEG 28 MIN 06 SEC W 347.34 FT (REC N22 DEG 04 MIN 03 SEC W 346.68 FT) TH N11 DEG 51 MIN 13 SEC W 45.23 FT (REC N11 DEG 27 MIN 01 SEC W) TH N50 DEG 12 MIN 43 SEC E 246.28 FT+/- TO POB INCL ALL LAND BTWN SLY and NLY BOUNDARY LNDS EXT TO SHORE B ULLHEAD LAKE ALSO EXC COM NW COR SEC 16 TH E ALG N LN SD SEC 1475.42 FT TH S 266 FT TH E 21.84 FT TH S59 DEG 32 MIN 24 SEC E 167.72 FT TH S39 DEG 47 MIN 17 SEC E 246.49 FT TH S50 DEG 12 MIN 43 SEC W 382.37 FT FOR POB TH S 360.2 FT TH S14 DEG 45 MIN E 163.61 FT TH S36 DEG 50 MIN 07 SEC W 38.6 FT TH N14 DEG 45 MIN W 192.01 FT TH N TO A PT S50 DEG 12 MIN 43 SEC W 39.04 FT FROM POB TH N50 DEG 12 MIN 43 SEC E 39.04 FT TO POB 5.4A+/- LOTS 1-10 GAS LIGHT TERRACE and UNPLATTED SEC 16 T6S R3W SECOND WARD PA 425 COND TRANSFER FROM FAYETTE TWP 1988/89 L593 P529 and L590 P86 COMBINED 2004 (ADDED 006-320-001-01); SPLIT/COMBINED ON 10/23/2017 FROM 006-016-100-17;

### **Tax Information**

PRE/Qual Ag %: 0 Land Value: 92,223 Land Imp Value: 0

2018 SEV: 193,400 2018 Taxable Value: 193,400

2017 SEV: 0 2017 Taxable Value: 0

Liber/Page(1-2-3): 1671/958 - 1657/204

- The division of a lot in a recorded plat is prohibited unless it is approved following application to the council. The application shall be description of the lot to be divided, and a proper legal description of each separate lot, outlot or parcel proposed shall be submitted necessary) showing such proposed divisions prepared by a registered Michigan civil engineer or land surveyor, a proper legal filed with the clerk/treasurer and shall state the reasons for the proposed division and shall include a survey (where deemed with the application. (a)
- input, review and recommendation. No building permit shall be issued or any building construction commenced until the division has No lot in a recorded plat shall be divided into more than four parts, and the resulting lot must conform with the provisions of section <u>36-411</u>. Upon submission of the application to the clerk, <mark>the matter shall be automatically referred to the planning commission</mark> for its been approved by the council. **(**Q
- The division of a lot resulting in a smaller area than is prescribed in this division may be permitted, but only for the purpose of adding to an existing building site or sites. The application shall so state and shall be in affidavit form. Ū
- A filing fee per lot split shall be established from time to time by resolution of council, and such fee shall be required with the application. <del>0</del>

(Code 1979, § 16.08.020)

## City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

Agenda Item: New Business

**SUBJECT: Parcel Divisions** 

### **BACKGROUND PROVIDED BY STAFF (Alan Beeker, Zoning Administrator)**

In compliance with HMC Sec. 18-82 and the MI PA 288 of 1967, Parcel Divisions must be reviewed by the Planning Commission and a recommendation made to Council for final determination. At the May regular meeting, the Planning Commission reviewed the submitted applications for parcel divisions.

**48 McClellan & 67 College Parcel Division** – The owner of property located at 48 McClellan is asking to divide the property and deed the new parcel (Parcel B2 in the attachment) to the owner of 67 College. This would make the property at 67 College compliant with current zoning setback requirements. The remaining parcel at 48 McClellan would continue to be in compliance with zoning setback requirements.

### **RECOMMENDATION:**

It is the recommendation of City Staff and the City Planning Commission that Council approve the submitted request for parcel divisions.



ADDI TO A NIT Information.



### City of Hillsdale LAND DIVISION APPLICATION CITY ASSESSOR

Date Received by clerk/treasurer: \_\_\_\_\_\_Application Fee \$75 – Check or Receipt #: \_\_\_\_\_

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

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

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

ALL LICANT INIOI MALDI.	
Owner of Property: ASAWER	
Daytime Phone Number: 5/7 398 1378	
Mailing Address: 48 McClollan ST.	
City: 14 USLote State: MI Zip: 49242	
PARENT Parcel Identification Number(s) as Identified on the most recent assessment	
roll:	
1. 30-006- 22452-07	1
2. 30-006- to be compined w/ Adjacent a	arcel
3. 30-006-	
4. 30-006-	
5. 30-006-	

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

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

### PROPOSAL:

- 1. Attach a tentative parcel map (survey preferred), including:
  - a. Proposed boundary lines and the dimensions of each resulting parcel for this application.
  - This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance and Section 109 of the Michigan Land Division Act (formerly the subdivision control act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996) MCL 560.101 et seq.). Land in the City of Hillsdale shall not be divided without the prior review and approval by the City Council or their designated agent, in accordance with the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.



### City of Hillsdale LAND DIVISION APPLICATION

any other statute, building code, zoning ordinance, deed restriction or other property rights.

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

Property Owner's Signature: Michael James (R All complete application packages will be acted upon within 60 days of receipt. If the application package does not conform to the City of Hillsdale Land Division Ordinance requirements and/or the State of Michigan Land Division Act, the administrator shall return the same to the applicant for completion and refilling in accordance with same. For Government Use - DO NOT WRITE BELOW THIS LINE ZONING ADMINISTRATOR COMMENTS: Current Zoning: Does the request meet the minimum lot size and width requirements under the current Recommendation: ASSESSOR'S COMMENTS: Platted or unplatted? If unplatted, how many splits are available? Recommendation: Approve as submitted DATE OF COUNCIL ACTION: Approved; Conditions, if any: Denied; Reasons: Assessor/Land Division Administrator Signature and Date: \_\_\_\_ Date Processed: Legal Description Change #: Attach list showing parcel numbers, addresses and descriptions of all resulting parcels. First year this change will appear on the assessment roll: This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance

the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.



MAR 1 8 REC'D



HILLSDA	E CITY	ASSESSOR
Legal Description Change #:		710020001
Date Received:		

### REQUEST TO ASSESSOR TO COMBINE PARCELS Within the boundaries of the City of Hillsdale

The undersigned owner of the parcels of property referenced below and located within the City of Hillsdale, Hillsdale County, Michigan, hereby requests that the properties in question be combined under one tax identification number and mapped as a single parcel. I understand that properties can only be combined if they share a common lot line, have common ownership, and cannot be combined if said combination would be in conflict with any city ordinance or state law. I also understand that, once the property is combined, prior approval may be required from the City to divide the resulting property for the purpose of sale, lease over one year, or multiple development sites pursuant to city ordinance and state law.

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

Parcel tax identification numbers to be combined:  1. 30-006- ZZZ-45Z-07  2. 30-006- ZZZ-45Z-02 (Part)  3. 30-006-  4. 30-006-  5. 30-006-	
Please attach legal description or survey of resulting parcel if available.	
Primary Property Address: 67 W.Collebe ST.	
Signed: Michael Jane	
Owner of Property: MICHAEL S SAUFFIC	
Mailing Address: 67 W. Collabe ST. Hills folc MI	45242
Daytime Phone Number: <u>577 5 7 8 13 7 8</u>	
To be completed by Assessor:	
Date Processed: 4-8-2019  Approved or Disapproved (Attach explanation if disapproved)  Platted Lot - requires approval under HMC 18-82  New parcel number: 30-006  First year this parcel will appear on the tax roll:	_ for Livision





### **Hillsdale County General Property** Information

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various township, city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the Township/City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Report Date: 4/8/2019 Property Data current as of: December 17, 2018

Parcel ID: 30-006-222-452-07

Owner: SAWYER, MICHAEL SEAN

Owner(secondary):

Property Address: 67 W COLLEGE ST

City/Twp/Village: CITY OF HILLSDALE

School District: HILLSDALE COMMUNITY Property Class: 401

Tax Description: THW 313.48 FT OF LOT 32, BLACKMAR and COOKS ADDN, 2ND WARD

Parcel ID: 30-006-222-452-02

Owner: SAWYER, DALE ROY

Owner(secondary):

Property Address: 48 MCCLELLAN ST

City/Twp/Village: CITY OF HILLSDALE

School District: HILLSDALE COMMUNITY

Tax Description: E 134 FT LOT 32 BLACKMAR and COOK ADDN. SECOND WARD.

Assessor Acreage: 0.71

Owner Address: 67 W COLLEGE ST

HILLSDALE MI 49242

Assessor Acreage: 0.3

Owner Address: 67 W COLLEGE ST

HILLSDALE MI 49242

Property Class: 401

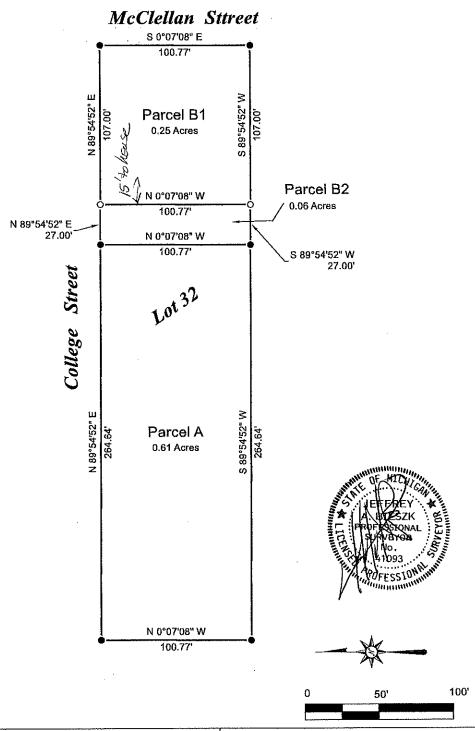
1. Need split approval on parcel cole-222-452-02

(Hill=dale Municipal Code Section 18-82)

\*\* Parcel BI - please indicate distance from new parcel boundary to closest structure

2. If approved division, need deed for parcel B2 to Michael Sean Sawyer individually

### **MAP OF SURVEY**





### DUE NORTH SURVEYING, INC.

6316 Kirsch Drive Jonesville, MI 49250 (517) 849-9677 fax (517) 439-1858 email: duenorth@dmcibb.net

SHEET 1 OF 2

JOB# 200-99a

SCALE 1" = 50'

DATE: 8-30-2018

Michael Sawyer

O Set iron w/cap #41093

Found iron

Found Monument

 Section Corner (xx.xx) recorded measurement I, Jeffrey A. Bieszk, Professional Surveyor, hereby certify that I have surveyed the property as above shown and have set and/or found the irons as indicated; Further that this survey meets or exceeds the minimum standards as adopted and that the ratio of closure on the unadjusted field observations was 1/5000 or better.

This survey was made from a legal description provided to us as a complete and accurate description of the property. Both map and description should be compared with an abstract of title or title policy for any exceptions, easements of descrepancies.

### MAP OF SURVEY

#### PARCEL B1:

The East 107 feet of Lot 32, Blackmar and Cook's Western Extension to Blackmar and Beebe's Addition to the Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber 58 of Deeds, Page 248, Hillsdale County Records.

### PARCEL B2:

The West 27 feet of the East 134 feet of Lot 32, Blackmar and Cook's Western Extension to Blackmar and Beebe's Addition to the Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber 58 of Deeds, Page 248, Hillsdale County Records.

#### PARCEL A and B2:

Lot 32, Blackmar and Cook's Western Extension to Blackmar and Beebe's Addition to the Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber 58 of Deeds, Page 248, Hillsdale County Records. EXCEPTING THEREFROM the East 107 feet thereof.



### DUE NORTH SURVEYING, INC.

6316 Kirsch Drive Jonesville, MI 49250 (517) 849-9677 fax (517) 439-1858 email: duenorth@dmcibb.net

SHEET	2 OF 2	
JOB# 2	200-99a	
SCALE	1" =	
DATE:	8-30-2018	
Michael	Sawver	

Set iron w/cap #41093

Found iron

Found Monument

Section Corner (xx.xx) recorded measurement I, Jeffrey A. Bieszk, Professional Surveyor, hereby certify that I have surveyed the property as above shown and have set and/or found the irons as indicated; Further that this survey meets or exceeds the minimum standards as adopted and that the ratio of closure on the unadjusted field observations was 1/5000 or better.

This survey was made from a legal description provided to us as a complete and accurate description of the property. Both map and description should be compared with an abstract of title or title policy for any exceptions, easements of descrepancies.

## City of Hillsdale Agenda Item Summary

Meeting Date: June 3, 2019

Agenda Item: New Business

SUBJECT: Michigan Council for Arts and Cultural Affairs (MCACA)

**Grant Application for Dawn Theater** 

BACKGROUND PROVIDED BY: (City Manager David Mackie/ Economic Development Coordinator Kelly LoPresto)

In October of 2015 the City of Hillsdale Tax Increment Finance Authority (TIFA) purchased the Dawn Theater from the previous owner in an attempt to get this historic theater redeveloped. The City of Hillsdale has been awarded a grant from Michigan Economic Development Corporation (MEDC) to rehabilitate the Dawn Theater with TIFA still responsible for a portion.

The Michigan Council for Arts and Cultural Affairs has a one-to-one matching grant opportunity to assist with Capital Improvements to the Dawn Theater up to \$100,000. City staff have written a grant to Michigan Council for Arts and Council Affairs in the amount of \$93,850 to help cover the cost of the roof, openings/restoration of historic windows and doors, conveying system/wheel chair lift, and fire suppression.

#### **RECOMMENDATION:**

Staff recommends that City Council give the City Manager authority to sign and submit the Michigan Council for Arts and Cultural Affairs grant for the Dawn Theater in the amount of \$93,850.

BPV





MAY 2 0 2019

Name: Bob Batt		CITY OF HILLSDALE
Address: Street	Hillsdale City	<u>49242</u> Zip
Phone: Home E-Mail		
Are you a resident of City of Hillsd	No _	
Occupation: (if retired, former occ	upation) ENVIronmental S	pecialist
Please check the expertise and skill	s you can contribute:	•
<ul> <li>Accounting</li> <li>Fund Raising</li> <li>Marketing</li> <li>Advocacy</li> <li>Human Resources</li> </ul> Brief Educational Background: BS Forestry MTU, Mimors	Planning Computers Knowledge of the Cause Public Relations Legal	Community Relations Public Speaking Finance Management Other werngucz
What charitable or community active leadership role(s) you have (had) in King's Kophound food Pantry		ed in? Please describe any
What other volunteer boards/comm City of thillsdale Planning C Tore stry and Park Associat	ittees have you served? Hillsd ammission, Gty of Hillsd aim	de Community Library ale ZBA, Michigan

Describe any previous activities related to government: Hillsdale ( Hillsdale Brand of Public Utilities thillsdale Community Education. Served as Mayor Pro-Tempore; vice-president these	Aty Concil 13 chools Board of dent, and president
Please explain why you would be interested in serving on the committee	e:
To continue to use my governance experience as Utility industry knowledge to help the BPU remaind valuable asset for residents and rate payers.	in a strong and
Please explain your understanding of the City of Hillsdale: Lived in the Hillsdale countrity for 36 year, 17 cm those it am a former employee of the Hillsdale BPU, former and have peld a number of elected offices and appointed government as previously noted.	n the City of Hills date City Forester of Hillsdat positions in local
Please send your completed application to City of Hillsdale, City Manag Hillsdale, MI 49242.	ger at 97 North Broad Street,
Meu Su	5 17 19
Applicant Signature	Date