



# City Council Agenda

September 3, 2019  
7:00 p.m.

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

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City Claims of August 8, 2019: \$74,569.29
    - 2. BPU Claims of August 8, 2019: \$275,032.95
    - 3. BPU WWTP Claims of August 8, 2019: \$13,010.13
    - 4. Payroll of August 22, 2019: \$179,848.13
  - B. City Council Minutes of August 19, 2019 Regular Meeting
  - C. Planning Commission Minutes of July 16, 2019
  - D. Street Closure Use Agreement for Special Olympics 5k run/walk
  - E. Street Closure Use Agreement for Hillsdale College Gala, Fireworks Display
  - F. Hillsdale College Noise Variance Request
- VI. Communications/Petitions**
  - A. New Dawn 100 year Celebration Event
  - B. Hillsdale Garden Club 90 Year Celebration Event
  - C. Hillsdale County Fair: Michigan Vietnam Traveling Wall Event
  - D. Comcast Letter
  - E. Mutual Aid Automatic Service Agreement
  - F. Ted Jansen Letter: PILOT Apartment Developments
- VII. Introduction and Adoption of Ordinances/Public Hearing**
  - A. Public Hearing: Hillsdale Senior Project (PILOT)
  - B. Adoption of Ordinance 2019-003 PILOT for Hillsdale Senior Project
- VIII. Old Business**
  - A. Set Public Hearing: To Order Demolition Resolution #3388 Declared a Public Nuisance 65 & 65.5 Westwood Street
  - B. Ordinance for Wells Apartments: Payment in Lieu of Taxes (PILOT)
  - C. Street Projects – Verbal Update
- IX. New Business**
  - A. Set Public Hearing to Establish Neighborhood Enterprise Zone (NEZ) #4
  - B. Certification of Abandoned Property for Accelerated Forfeiture Act (Resolution)
  - C. Intergovernmental Agreement Re. CDBG Funds
  - D. Request to Create a "No Parking" Zone
- X. Miscellaneous Reports**

- A. Proclamations- World Suicide Prevention Day and National Suicide Prevention Week
- B. Appointment- Council Standing Committees
  - Finance- Tony Vear
  - Operations and Governance- Tony Vear
  - Public Safety- Cynthia Pratt
- C. Other- None

**XI. General Public Comment**

**XII. City Manager's Report**

**XIII. Council Comment**

**XIV. Adjournment**

08/08/2019 11:35 AM  
 User: gkeasal  
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 08/08/2019 - 08/08/2019  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GC

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 306							
588-588.000-920.000	08/08/19	MICH GAS UTILITIES	NATURAL GAS UTILITY	0507035798-00001	08/08/19	43.30	306
						<u>43.30</u>	
Total For Check 306							
Check 81567							
401-900.000-975.040	08/08/19	AMAZON CAPITAL SERVICES, INC	KINGSTON SSD DRIVE, DROP CLAMP, HOU	1F1X-6H3R-DY7G	08/08/19	278.79	81567
401-900.000-975.040	08/08/19	AMAZON CAPITAL SERVICES, INC	KINGSTON SSD DRIVE, DROP CLAMP, HOU	16R1-KVLP-146F	08/08/19	(12.99)	81567
						<u>265.80</u>	
Total For Check 81567							
Check 81568							
101-295.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	REPAIRS & MAINTENANCE	19INV031088	08/08/19	11.59	81568
271-790.000-726.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	SUPPLIES	19INV031896	08/08/19	13.69	81568
401-900.000-975.040	08/08/19	AMERICAN COPPER AND BRASS, LLC	PVC ELBO, CAP, COUPLING, RIGID STRA	19INV031897	08/08/19	95.63	81568
						<u>120.91</u>	
Total For Check 81568							
Check 81569							
101-336.000-930.000	08/08/19	APOLLO FIRE EQUIPMENT COMPANY	FILTER WRAP, AIR FILTER FOR FIRE RE	100427	08/08/19	39.34	81569
						<u>39.34</u>	
Total For Check 81569							
Check 81570							
101-336.000-726.000	08/08/19	ARROW SWIFT PRINTING	BUSINESS CARDS/HCFD	149689	08/08/19	51.00	81570
						<u>51.00</u>	
Total For Check 81570							
Check 81571							
101-400.000-861.000	08/08/19	MICHIGAN STATE UNIVERSITY	INNOVATE MICHIGAN SUMMIT 2019	7.10.2019	08/08/19	25.00	81571
						<u>25.00</u>	
Total For Check 81571							
Check 81572							
271-790.000-982.000	08/08/19	BAKER & TAYLOR COMPANY	JULY ADULT BOOK ORDER	2034684611	08/08/19	242.13	81572
						<u>242.13</u>	
Total For Check 81572							
Check 81573							
247-900.000-726.000	08/08/19	BEAN CREEK GARDEN CENTER	PLANT SUPPLIES	2024	08/08/19	130.00	81573
						<u>130.00</u>	
Total For Check 81573							
Check 81574							
247-900.000-726.000	08/08/19	ALAN BEEKER	SPARE KEYS FOR DAWN	C335819	08/08/19	4.86	81574
						<u>4.86</u>	
Total For Check 81574							
Check 81575							
101-265.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	400.00	81575
101-266.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	750.00	81575
101-441.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	125.00	81575
101-756.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	7,000.00	81575
202-460.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	1,082.20	81575
202-460.500-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	138.10	81575
203-460.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	479.70	81575
588-588.000-801.000	08/08/19	BILL'S LAWN CARE, LLC	JULY 2019 LAWN MAINTENANCE	23559	08/08/19	375.00	81575
						<u>10,350.00</u>	
Total For Check 81575							
Check 81576							
101-336.000-930.000	08/08/19	BREATHING AIR SYSTEMS	PARTS INSTALLED DURING MAINTENANCE O	1094832-IN	08/08/19	24.00	81576
101-336.000-930.000	08/08/19	BREATHING AIR SYSTEMS	PARTS INSTALLED DURING MAINTENANCE O	1094879-IN	08/08/19	22.00	81576
						<u>46.00</u>	
Total For Check 81576							

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Check 81577							
101-209.000-861.000	08/08/19	BS&A SOFTWARE	ASSESSOR CON ED/SOFTWARE TRAINING	124298	08/08/19	410.00	81577
						<u>410.00</u>	
Total For Check 81577							
Check 81578							
101-441.000-955.588	08/08/19	CE & A PROFESSIONAL SERVICES,	FINAL FOLLOW UP TESTING - BIGELOW	017130	08/08/19	54.00	81578
						<u>54.00</u>	
Total For Check 81578							
Check 81579							
401-900.000-975.044	08/08/19	CLARK ELECTRIC INC.	SERVER ROOM A/C UPGRADES	15483	08/08/19	852.29	81579
						<u>852.29</u>	
Total For Check 81579							
Check 81580							
208-751.000-726.000	08/08/19	COUNTRY SIDE TROPHIES	2019 T-BALL/COACH PITCH MEDALS AND	2612	08/08/19	727.25	81580
						<u>727.25</u>	
Total For Check 81580							
Check 81581							
101-265.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	TRASH BAGS,FOAM CUPS & PAPER PLATES	456098-00	08/08/19	83.09	81581
101-301.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	DVD 4.7GB & 8.5GB, LEAD, WHILE YOU	629762-00	08/08/19	125.56	81581
101-400.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	CLOROX WIPES, MARKERS, & ENVELOPE M	455952-00	08/08/19	46.70	81581
208-751.000-726.006	08/08/19	CURRENT OFFICE SOLUTIONS	BANK DEPOSIT BAGS SANDY BEACH	626930-00	08/08/19	42.70	81581
						<u>298.05</u>	
Total For Check 81581							
Check 81582							
101-295.000-925.000	08/08/19	DMCI BROADBAND, LLC	INTERNET & PHONE SERVICE	12132	08/08/19	133.24	81582
						<u>133.24</u>	
Total For Check 81582							
Check 81583							
101-265.000-930.000	08/08/19	EAST 2 WEST ENTERPRISES, INC	CITY HALL CLEANING FOR JULY	8509	08/08/19	650.00	81583
						<u>650.00</u>	
Total For Check 81583							
Check 81584							
640-444.000-730.000	08/08/19	ELECTRICAL TERMINAL INC.	HC KIT	48957-00	08/08/19	99.67	81584
						<u>99.67</u>	
Total For Check 81584							
Check 81585							
711-000.000-642.100	08/08/19	ELLEN HANSEN	SOLD 2 GRAVES BACK TO THE CITY - LA	8.02.2019	08/08/19	500.00	81585
						<u>500.00</u>	
Total For Check 81585							
Check 81586							
640-444.000-730.000	08/08/19	FAMILY FARM & HOME	HITCH PIN, BOLTS	458	08/08/19	9.58	81586
640-444.000-730.000	08/08/19	FAMILY FARM & HOME	HITCH PIN, BOLTS	464	08/08/19	8.55	81586
						<u>18.13</u>	
Total For Check 81586							
Check 81587							
401-452.000-801.000	08/08/19	FLEIS & VANDENBRINK	W HALLETT STREET RECONSTRUCTION	53135	08/08/19	14,429.00	81587
401-453.000-801.000	08/08/19	FLEIS & VANDENBRINK	ICE GRANT PROJECT	53132	08/08/19	14,183.03	81587
						<u>28,612.03</u>	
Total For Check 81587							
Check 81588							
101-301.000-742.000	08/08/19	GALL'S, INC	PANTS - SGT. PRATT/RESERVE OFFICER	013308800	08/08/19	52.00	81588
101-301.000-742.000	08/08/19	GALL'S, INC	PANTS - SGT. PRATT/RESERVE OFFICER	013329920	08/08/19	60.99	81588
						<u>112.99</u>	
Total For Check 81588							
Check 81589							

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Check 81589							
247-900.000-801.006	08/08/19	GARY W ANDERSON ARCHITECTS	DAWN THEATER DRAWING REVISIONS & CO	18-4446	08/08/19	8,900.00	81589
						<u>8,900.00</u>	
Total For Check 81589							
Check 81590							
101-295.000-726.000	08/08/19	GELZER & SON INC	H.D. CONTRACTOR BAGS	C337447	08/08/19	12.97	81590
101-441.000-726.000	08/08/19	GELZER & SON INC	HAMMER BIT, EXT. POLE, BRUSH	C336641	08/08/19	13.98	81590
101-441.000-726.000	08/08/19	GELZER & SON INC	HAMMER BIT, EXT. POLE, BRUSH	C335779	08/08/19	8.78	81590
247-900.000-726.000	08/08/19	GELZER & SON INC	DN TOWN BEAUTIFICATION	C329112	08/08/19	35.92	81590
247-900.000-726.000	08/08/19	GELZER & SON INC	DN TOWN BEAUTIFICATION	C330992	08/08/19	7.97	81590
271-790.000-726.000	08/08/19	GELZER & SON INC	SUPPLIES	C336908	08/08/19	10.48	81590
271-790.000-726.000	08/08/19	GELZER & SON INC	SUPPLIES	C336899	08/08/19	4.79	81590
						<u>94.89</u>	
Total For Check 81590							
Check 81591							
247-900.000-801.247	08/08/19	GREG BENNETT	FY 2018-19 TIFA FACADE GRANT	7.30.2019	08/08/19	719.01	81591
						<u>719.01</u>	
Total For Check 81591							
Check 81592							
101-265.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	1115229	08/08/19	28.50	81592
101-265.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	115459	08/08/19	23.75	81592
101-295.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	1115229	08/08/19	4.75	81592
101-295.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	115459	08/08/19	9.50	81592
101-441.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	1115229	08/08/19	23.75	81592
101-441.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	115459	08/08/19	80.50	81592
271-790.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	1115229	08/08/19	9.50	81592
271-790.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	115459	08/08/19	4.75	81592
						<u>185.00</u>	
Total For Check 81592							
Check 81593							
101-295.000-930.000	08/08/19	HERITAGE CRYSTAL CLEAN, LLC	NON DOT/RCRA REGULATED OILY WATER	P113281	08/08/19	820.25	81593
101-295.000-930.000	08/08/19	HERITAGE CRYSTAL CLEAN, LLC	OILY WATER	P113271	08/08/19	191.25	81593
						<u>1,011.50</u>	
Total For Check 81593							
Check 81594							
265-301.000-726.000	08/08/19	HILLSDALE CO PROSECUTING ATTOR	10% OF FUNDS SEIZED (\$175/\$17.50 CN	07.31.2019	08/08/19	17.50	81594
						<u>17.50</u>	
Total For Check 81594							
Check 81595							
101-253.000-964.000	08/08/19	HILLSDALE CO TREASURER	TRAILER FEE'S	6.30.2019	08/08/19	1,062.50	81595
						<u>1,062.50</u>	
Total For Check 81595							
Check 81596							
588-588.000-730.000	08/08/19	HOEKSTRA TRANSPORTATION, INC.	SHOCK GAS SPRING, SWITCH	X101022394:01	08/08/19	32.50	81596
588-588.000-730.000	08/08/19	HOEKSTRA TRANSPORTATION, INC.	SHOCK GAS SPRING, SWITCH	X101022143:01	08/08/19	76.00	81596
						<u>108.50</u>	
Total For Check 81596							
Check 81597							
101-441.000-726.000	08/08/19	HOWARD T MORIARTY COMPANY INC	SAFETY CONES, COOLING TOWELS	1874	08/08/19	94.63	81597
202-450.000-726.000	08/08/19	HOWARD T MORIARTY COMPANY INC	SAFETY CONES, COOLING TOWELS	1575	08/08/19	186.88	81597
203-450.000-726.000	08/08/19	HOWARD T MORIARTY COMPANY INC	SAFETY CONES, COOLING TOWELS	1575	08/08/19	186.87	81597
						<u>468.38</u>	
Total For Check 81597							
Check 81598							
401-900.000-975.044	08/08/19	HOWELL'S MECHANICAL SERVICE	LABOR & MATERIALS TO INSTALL 2 FUJI'	5843-CITY	08/08/19	2,000.00	81598

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 81598							
Total For Check 81598						2,000.00	
Check 81599							
101-174.000-905.000	08/08/19	INTERNATIONAL ECON DEVELOP CO	JOB CENTER ADVERTISTMENT	94353	08/08/19	375.00	81599
Total For Check 81599						375.00	
Check 81600							
640-444.000-730.000	08/08/19	JACKSON TRUCK SERVICE INC	FILTERS, PIG PAC, CHAMBER,END YOKE,	PC001321575:01	08/08/19	226.64	81600
640-444.000-730.000	08/08/19	JACKSON TRUCK SERVICE INC	FILTERS, PIG PAC, CHAMBER,END YOKE,	PC001321681:01	08/08/19	112.62	81600
640-444.000-730.000	08/08/19	JACKSON TRUCK SERVICE INC	FILTERS, PIG PAC, CHAMBER,END YOKE,	PC001321714:01	08/08/19	25.76	81600
640-444.000-730.000	08/08/19	JACKSON TRUCK SERVICE INC	FILTERS, PIG PAC, CHAMBER,END YOKE,	PC001321834:01	08/08/19	81.47	81600
640-444.000-730.000	08/08/19	JACKSON TRUCK SERVICE INC	FILTERS, PIG PAC, CHAMBER,END YOKE,	PC001321771:01	08/08/19	75.46	81600
Total For Check 81600						521.95	
Check 81601							
588-000.000-651.000	08/08/19	JIMMY BUTLER	REFUND - FARES	08.01.2019	08/08/19	244.00	81601
Total For Check 81601						244.00	
Check 81602							
208-751.000-726.006	08/08/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT, AND SUPPLIES	SA130628A	08/08/19	104.56	81602
208-751.000-726.006	08/08/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT, AND SUPPLIES	SA131044A	08/08/19	71.22	81602
208-751.000-726.006	08/08/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT, AND SUPPLIES	SA131887	08/08/19	18.28	81602
208-751.000-726.006	08/08/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT, AND SUPPLIES	SA120882	08/08/19	47.79	81602
208-751.000-726.006	08/08/19	KUSTER'S DAIRY PRODUCTS	ICE CREAM PRODUCT, AND SUPPLIES	SA131842	08/08/19	154.83	81602
Total For Check 81602						396.68	
Check 81603							
101-276.000-801.000	08/08/19	LAPEW SANITATION SERVICE	PORTA JOHN RENTALS	3666	08/08/19	95.00	81603
101-756.000-801.000	08/08/19	LAPEW SANITATION SERVICE	PORTA JOHN RENTALS	3666	08/08/19	965.00	81603
Total For Check 81603						1,060.00	
Check 81604							
101-276.000-801.000	08/08/19	DEAN LEININGER	STUMP GRINDING	162226	08/08/19	50.00	81604
202-470.000-801.000	08/08/19	DEAN LEININGER	STUMP GRINDING	162226	08/08/19	200.00	81604
203-470.000-801.000	08/08/19	DEAN LEININGER	STUMP GRINDING	162226	08/08/19	550.00	81604
Total For Check 81604						800.00	
Check 81605							
101-175.000-806.000	08/08/19	LOVINGER & THOMPSON, PC	LEGAL FEES	7.31.2019	08/08/19	1,777.50	81605
Total For Check 81605						1,777.50	
Check 81606							
101-265.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/28/2019	40030234	08/08/19	33.14	81606
101-276.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/21/2019	40029957	08/08/19	513.67	81606
101-276.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/28/2019	40030234	08/08/19	563.39	81606
101-756.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/21/2019	40029957	08/08/19	33.14	81606
101-756.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/28/2019	40030234	08/08/19	120.13	81606
202-460.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/21/2019	40029957	08/08/19	878.20	81606
202-460.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/28/2019	40030234	08/08/19	517.81	81606
202-480.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/21/2019	40029957	08/08/19	8.29	81606
203-450.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/21/2019	40029957	08/08/19	41.43	81606
203-450.000-801.000	08/08/19	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 7/28/2019	40030234	08/08/19	66.28	81606
Total For Check 81606						2,775.48	

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Invoice Age: Less Than 30 Days							
Check 81607							
101-295.000-726.000	08/08/19	MARKET HOUSE	POP & WATER & BOUNTY TOWELS	113491	08/08/19	39.34	81607
208-751.000-726.006	08/08/19	MARKET HOUSE	SANDY BEACH CLEANING SUPPLIES, BUNS	115449	08/08/19	5.28	81607
208-751.000-726.006	08/08/19	MARKET HOUSE	SANDY BEACH CLEANING SUPPLIES, BUNS	115419	08/08/19	12.18	81607
208-751.000-726.006	08/08/19	MARKET HOUSE	SANDY BEACH CLEANING SUPPLIES, BUNS	115430	08/08/19	4.58	81607
208-751.000-726.006	08/08/19	MARKET HOUSE	SANDY BEACH CLEANING SUPPLIES, BUNS	115442	08/08/19	19.60	81607
208-751.000-726.006	08/08/19	MARKET HOUSE	SANDY BEACH CLEANING SUPPLIES, BUNS	115514	08/08/19	47.96	81607
Total For Check 81607						128.94	
Check 81608							
101-215.000-801.000	08/08/19	MUNICODE	ONLINE CODE HOSTING - ORDIANCE	00331882	08/08/19	950.00	81608
Total For Check 81608						950.00	
Check 81609							
202-450.000-726.000	08/08/19	NATIONAL HIGHWAY MAINTENANCE	NO TRAX PRODUCT	11000	08/08/19	57.25	81609
Total For Check 81609						57.25	
Check 81610							
101-301.000-742.000	08/08/19	NYE UNIFORM COMPANY	CLOTHING - CHIEF HEPHNER, LT. DOTY	706939	08/08/19	109.98	81610
101-301.000-742.000	08/08/19	NYE UNIFORM COMPANY	CLOTHING - CHIEF HEPHNER, LT. DOTY	706973	08/08/19	104.50	81610
101-301.000-742.000	08/08/19	NYE UNIFORM COMPANY	CLOTHING - CHIEF HEPHNER, LT. DOTY	709178	08/08/19	109.98	81610
101-301.000-742.000	08/08/19	NYE UNIFORM COMPANY	CLOTHING - CHIEF HEPHNER, LT. DOTY	710252	08/08/19	(104.50)	81610
Total For Check 81610						219.96	
Check 81611							
640-444.000-801.301	08/08/19	PARNEY'S CAR CARE	OIL CHANGE - UNIT 2-1 (19 EXPLORER)	64508	08/08/19	34.50	81611
640-444.000-801.301	08/08/19	PARNEY'S CAR CARE	OIL CHANGE - UNIT 2-1 (19 EXPLORER)	64534	08/08/19	34.50	81611
Total For Check 81611						69.00	
Check 81612							
101-336.000-861.000	08/08/19	PAUL GARGIN JR	WATER RESCUE TRAINING FOR FULL/PART	7.25.2019	08/08/19	60.00	81612
Total For Check 81612						60.00	
Check 81613							
208-751.000-726.006	08/08/19	PEPSI BEVERAGE'S COMPANY	PEPSI PRODUCTS SANDY BEACH CONCESSIONS	4124269	08/08/19	236.12	81613
Total For Check 81613						236.12	
Check 81614							
101-336.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	DIESEL EXHAUST FLUID	10284-1291601	08/08/19	45.16	81614
588-588.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1292346	08/08/19	58.76	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291501	08/08/19	144.99	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291992	08/08/19	72.93	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291998	08/08/19	12.19	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291741	08/08/19	291.98	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291671	08/08/19	16.49	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291699	08/08/19	39.49	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1291672	08/08/19	28.69	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1292048	08/08/19	9.19	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1292077	08/08/19	7.49	81614
640-444.000-730.000	08/08/19	PERFORMANCE AUTOMOTIVE	BATTERIES, FLUID,GASKETS, U-JOINT,T	10284-1292229	08/08/19	8.57	81614
Total For Check 81614						735.93	
Check 81616							
101-191.000-862.000	08/08/19	KATY PRICE	REIBURSEMENT - SUPPLIES	5763	08/08/19	26.55	81616

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 User: gkeasal  
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
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 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 81616							
						Total For Check 81616	26.55
Check 81617							
640-444.000-801.000	08/08/19	PURITY CYLINDER GASES, INC.	CYLINDER RENTAL	00807278	08/08/19	49.17	81617
						Total For Check 81617	49.17
Check 81618							
101-301.000-930.000	08/08/19	MID MICH EMERGENCY EQUIPMENT	EMERGENCY SWITCH CONTROL, CIRCUIT B:1945		08/08/19	513.00	81618
						Total For Check 81618	513.00
Check 81619							
101-265.000-801.000	08/08/19	SCHINDLER ELEVATOR CORPORATION	QUARTERLY INVOICE FOR ELEVATOR MAIN'	8105129830	08/08/19	622.17	81619
						Total For Check 81619	622.17
Check 81620							
633-000.000-111.000	08/08/19	SHERWIN-WILLIAMS	GLASS BEADS	3033-6	08/08/19	108.75	81620
633-000.000-111.000	08/08/19	SHERWIN-WILLIAMS	GLASS BEADS	3213-4	08/08/19	85.78	81620
						Total For Check 81620	194.53
Check 81621							
101-175.000-801.000	08/08/19	SONIT SYSTEMS, LLC	NETADMIN - JULY 2019	57791-CITY	08/08/19	1,312.50	81621
271-790.000-801.000	08/08/19	SONIT SYSTEMS, LLC	COMPUTER WORK FOR LIBRARY	57816	08/08/19	315.00	81621
271-790.000-801.000	08/08/19	SONIT SYSTEMS, LLC	COMPUTER WORK FOR LIBRARY	57817	08/08/19	143.75	81621
271-790.000-801.000	08/08/19	SONIT SYSTEMS, LLC	COMPUTER WORK FOR LIBRARY	57773	08/08/19	552.60	81621
						Total For Check 81621	2,323.85
Check 81622							
101-295.000-801.000	08/08/19	STATE OF MICHIGAN	AIRPORT WEATHER OBS DATA SYSTEM	591-10428413	08/08/19	537.00	81622
						Total For Check 81622	537.00
Check 81623							
640-444.000-730.000	08/08/19	STILLWELL FORD MERCURY, INC	SEAL & SEAL ASY	175831	08/08/19	12.35	81623
640-444.000-730.000	08/08/19	STILLWELL FORD MERCURY, INC	SEAL & SEAL ASY	175817	08/08/19	8.09	81623
						Total For Check 81623	20.44
Check 81624							
101-174.000-726.000	08/08/19	STOCKHOUSE CORPORATION	COLOR BROCHURES	191036	08/08/19	459.45	81624
208-751.000-726.006	08/08/19	STOCKHOUSE CORPORATION	SANDY BEACH PASS W/RULES	190999	08/08/19	218.00	81624
						Total For Check 81624	677.45
Check 81625							
640-444.000-730.000	08/08/19	STOOPS FREIGHTLINER-FREMONT	FILTERS	X306119151:01	08/08/19	60.30	81625
						Total For Check 81625	60.30
Check 81626							
101-301.000-801.000	08/08/19	TRANSUNION RISK AND ALTERNATIVE	ONLINE INVESTIGATIVE SYSTEM BILLING	807352-201907-1	08/08/19	50.00	81626
						Total For Check 81626	50.00
Check 81627							
640-444.000-730.000	08/08/19	TRI COUNTY INT'L TRUCK INC	HORN, HEAD	JP53623	08/08/19	92.64	81627
640-444.000-730.000	08/08/19	TRI COUNTY INT'L TRUCK INC	HORN, HEAD	JP53625	08/08/19	78.99	81627
						Total For Check 81627	171.63
Check 81628							
101-441.000-726.000	08/08/19	TSC STORES	CABLES, SHOVELS, 2CYCLE OIL, BLASTE	08.08.2019	08/08/19	56.95	81628



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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 81628							
640-444.000-730.000	08/08/19	TSC STORES	CABLES, SHOVELS, 2CYCLE OIL, BLASTE	08.08.2019	08/08/19	58.95	81628
						<u>115.90</u>	
Total For Check 81628							
Check 81629							
101-265.000-801.000	08/08/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 00++013	08/08/19	15.51	81629
101-265.000-801.000	08/08/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0066608	08/08/19	15.51	81629
101-441.000-742.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0066012	08/08/19	30.84	81629
101-441.000-742.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 00666007	08/08/19	30.84	81629
101-441.000-801.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0066012	08/08/19	35.48	81629
101-441.000-801.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 00666007	08/08/19	35.48	81629
588-588.000-801.000	08/08/19	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0066025	08/08/19	35.75	81629
640-444.000-742.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0066012	08/08/19	14.92	81629
640-444.000-742.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 00666007	08/08/19	14.92	81629
640-444.000-801.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 0066012	08/08/19	13.14	81629
640-444.000-801.000	08/08/19	UNIFIRST CORP	RUGS/UNIFORMS - DPS	154 00666007	08/08/19	13.14	81629
						<u>255.53</u>	
Total For Check 81629							
Check 81631							
101-265.000-801.000	08/08/19	WALMART COMMUNITY	CARTRIDGE	026546	08/08/19	4.11	81631
101-301.000-726.000	08/08/19	WALMART COMMUNITY	TRASH BAGS	010330	08/08/19	20.45	81631
208-751.000-726.000	08/08/19	WALMART COMMUNITY	T-BALL BATS, HELMET	918300596326	08/08/19	47.86	81631
208-751.000-726.006	08/08/19	WALMART COMMUNITY	TENNIS BALLS, ADDING MACHINE TAPE	027045	08/08/19	35.88	81631
271-792.000-726.001	08/08/19	WALMART COMMUNITY	PLATES, WAX PAPER, & APPLE JUICE	026235	08/08/19	47.39	81631
						<u>155.69</u>	
Total For Check 81631							
Check 81632							
640-444.000-730.000	08/08/19	WHITES WELDING SERVICE	STEEL	84843	08/08/19	35.00	81632
						<u>35.00</u>	
Total For Check 81632							
						<u>74,569.29</u>	
Total For Age Less Than 30 Days							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			22,044.89		
			Fund 202 MAJOR ST./TRUNKLINE FUND			3,068.73		
			Fund 203 LOCAL ST. FUND			1,324.28		
			Fund 208 RECREATION FUND			1,794.09		
			Fund 247 TAX INCREMENT FINANCE ATH.			9,797.76		
			Fund 265 DRUG FORFEITURE/GRANT FUND			17.50		
			Fund 271 LIBRARY FUND			1,344.08		
			Fund 401 CAPITAL IMPROVEMENT FUND			31,825.75		
			Fund 588 DIAL-A-RIDE FUND			865.31		
			Fund 633 PUBLIC SERVICES INV. FUND			194.53		
			Fund 640 REVOLVING MOBILE EQUIP. FUND			1,792.37		
			Fund 711 CEMETERY PERPETUAL CARE FUND			500.00		
Total For All Funds:							74,569.29	
--- TOTALS BY GL DISTRIBUTION ---								
		101-174.000-726.000	SUPPLIES			459.45		
		101-174.000-905.000	PUBLISHING / NOTICES			375.00		
		101-175.000-801.000	CONTRACTUAL SERVICES			1,312.50		
		101-175.000-806.000	LEGAL SERVICES			1,777.50		
		101-191.000-862.000	LODGING AND MEALS			26.55		
		101-209.000-861.000	TRAINING & SEMINARS			410.00		
		101-215.000-801.000	CONTRACTUAL SERVICES			950.00		
		101-253.000-964.000	REFUNDS AND REBATES			1,062.50		
		101-265.000-726.000	SUPPLIES			135.34		
		101-265.000-801.000	CONTRACTUAL SERVICES			1,090.44		
		101-265.000-930.000	REPAIRS & MAINTENANCE			650.00		
		101-266.000-801.000	CONTRACTUAL SERVICES			750.00		
		101-276.000-801.000	CONTRACTUAL SERVICES			1,222.06		
		101-295.000-726.000	SUPPLIES			66.56		
		101-295.000-801.000	CONTRACTUAL SERVICES			537.00		
		101-295.000-925.000	TELEPHONE			133.24		
		101-295.000-930.000	REPAIRS & MAINTENANCE			1,023.09		
		101-301.000-726.000	SUPPLIES			146.01		
		101-301.000-742.000	CLOTHING / UNIFORMS			332.95		
		101-301.000-801.000	CONTRACTUAL SERVICES			50.00		
		101-301.000-930.000	REPAIRS & MAINTENANCE			513.00		
		101-336.000-726.000	SUPPLIES			51.00		
		101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			45.16		
		101-336.000-861.000	TRAINING & SEMINARS			60.00		
		101-336.000-930.000	REPAIRS & MAINTENANCE			85.34		
		101-400.000-726.000	SUPPLIES			46.70		
		101-400.000-861.000	TRAINING & SEMINARS			25.00		
		101-441.000-726.000	SUPPLIES			278.59		
		101-441.000-742.000	CLOTHING / UNIFORMS			61.68		
		101-441.000-801.000	CONTRACTUAL SERVICES			195.96		
		101-441.000-955.588	MISC. - CDL LICENSING/TESTING			54.00		
		101-756.000-801.000	CONTRACTUAL SERVICES			8,118.27		
		202-450.000-726.000	SUPPLIES			244.13		
		202-460.000-801.000	CONTRACTUAL SERVICES			2,478.21		
		202-460.500-801.000	CONTRACTUAL SERVICES			138.10		
		202-470.000-801.000	CONTRACTUAL SERVICES			200.00		
		202-480.000-801.000	CONTRACTUAL SERVICES			8.29		
		203-450.000-726.000	SUPPLIES			186.87		
		203-450.000-801.000	CONTRACTUAL SERVICES			107.71		
		203-460.000-801.000	CONTRACTUAL SERVICES			479.70		
		203-470.000-801.000	CONTRACTUAL SERVICES			550.00		
		208-751.000-726.000	SUPPLIES			775.11		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
		208-751.000-726.006	CONCESSION SUPPLIES			1,018.98	
		247-900.000-726.000	SUPPLIES			178.75	
		247-900.000-801.006	CONTRACTUAL SERVICES - MEDC GRANT			8,900.00	
		247-900.000-801.247	CONTRACTUAL SERV-FACADE GRANT			719.01	
		265-301.000-726.000	SUPPLIES			17.50	
		271-790.000-726.000	SUPPLIES			43.21	
		271-790.000-801.000	CONTRACTUAL SERVICES			1,011.35	
		271-790.000-982.000	BOOKS			242.13	
		271-792.000-726.001	SUPPLIES - GRANTS			47.39	
		401-452.000-801.000	CONTRACTUAL SERVICES			14,429.00	
		401-453.000-801.000	CONTRACTUAL SERVICES			14,183.03	
		401-900.000-975.040	COMPREHENSIVE COMPUTER UPDATE			361.43	
		401-900.000-975.044	FACILITIES IMPROVEMENT			2,852.29	
		588-000.000-651.000	USE AND ADMISSION FEES			244.00	
		588-588.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			167.26	
		588-588.000-801.000	CONTRACTUAL SERVICES			410.75	
		588-588.000-920.000	UTILITIES			43.30	
		633-000.000-111.000	INVENTORY - MAT. AND SUPPLIES			194.53	
		640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			1,618.08	
		640-444.000-742.000	CLOTHING / UNIFORMS			29.84	
		640-444.000-801.000	CONTRACTUAL SERVICES			75.45	
		640-444.000-801.301	POLICE VEHICLE REPAIR			69.00	
		711-000.000-642.100	SALE OF CEMETERY LOTS-LAKEVIE			500.00	

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Invoice Age: Less Than 30 Days							
Check 62							
582-175.000-726.000	08/08/19	EASYPERMIT	POSTAGE	8000-9000-0252-6	08/08/19	1,341.00	62
590-175.000-726.000	08/08/19	EASYPERMIT	POSTAGE	8000-9000-0252-6	08/08/19	670.50	62
591-175.000-726.000	08/08/19	EASYPERMIT	POSTAGE	8000-9000-0252-6	08/08/19	670.50	62
Total For Check 62						2,682.00	
Check 71317							
582-544.000-970.000-19	07/29/19	STILLWELL FORD MERCURY, INC	2019 F-450 DUMP TRUCK	07.29.2019	07/29/19	46,958.48	71317
Total For Check 71317						46,958.48	
Check 71318							
582-175.000-801.000	08/08/19	ACD	MONTHLY FIBER LEASE	42187-138	08/08/19	101.00	71318
590-175.000-801.000	08/08/19	ACD	MONTHLY FIBER LEASE	42187-138	08/08/19	50.50	71318
591-175.000-801.000	08/08/19	ACD	MONTHLY FIBER LEASE	42187-138	08/08/19	50.50	71318
Total For Check 71318						202.00	
Check 71319							
582-544.000-726.800	08/08/19	AMAZON CAPITAL SERVICES, INC	NEW CODE NESC	1C1T-431C-G66Q7	08/08/19	264.88	71319
Total For Check 71319						264.88	
Check 71320							
582-000.000-158.000-20	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031633	08/08/19	11.42	71320
582-000.000-158.000-20	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031283	08/08/19	93.28	71320
582-000.000-158.000-20	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031280	08/08/19	167.90	71320
582-543.000-726.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	COIL CLEANER	19INV032309	08/08/19	12.24	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031282	08/08/19	22.02	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031575	08/08/19	19.56	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031434	08/08/19	26.43	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031281	08/08/19	4.11	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV031099	08/08/19	81.45	71320
582-543.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	PIPE AND CONDUIT	19INV030840	08/08/19	35.65	71320
590-547.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	ELECTRICAL AND PLUMBING SUPPLIES WW'	19INV030354	08/08/19	17.18	71320
590-547.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	ELECTRICAL AND PLUMBING SUPPLIES WW'	19INV031278	08/08/19	25.78	71320
590-547.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	ELECTRICAL AND PLUMBING SUPPLIES WW'	19INV031279	08/08/19	16.05	71320
590-547.000-930.000	08/08/19	AMERICAN COPPER AND BRASS, LLC	ELECTRICAL AND PLUMBING SUPPLIES WW'	19INV031895	08/08/19	30.00	71320
Total For Check 71320						563.07	
Check 71321							
582-175.000-726.000	08/08/19	ARROW SWIFT PRINTING	COPY PAPER & COLOR LETTERHEAD	149699	08/08/19	270.43	71321
590-175.000-726.000	08/08/19	ARROW SWIFT PRINTING	COPY PAPER & COLOR LETTERHEAD	149699	08/08/19	135.21	71321
591-175.000-726.000	08/08/19	ARROW SWIFT PRINTING	COPY PAPER & COLOR LETTERHEAD	149699	08/08/19	135.21	71321
Total For Check 71321						540.85	
Check 71322							
582-175.000-925.000	08/08/19	AT&T	TELEPHONE SERVICE - EQUIPMENT & ROU'	0863329407	08/08/19	368.16	71322
590-175.000-925.000	08/08/19	AT&T	TELEPHONE SERVICE - EQUIPMENT & ROU'	0863329407	08/08/19	184.08	71322
591-175.000-925.000	08/08/19	AT&T	TELEPHONE SERVICE - EQUIPMENT & ROU'	0863329407	08/08/19	184.07	71322
Total For Check 71322						736.31	
Check 71323							
590-546.000-930.970	08/08/19	BECKER & SCRIVENS	CONCRETE 3500PSI W LIMESTONE	82776	08/08/19	62.00	71323
Total For Check 71323						62.00	
Check 71324							
582-000.000-110.000	08/08/19	BELL LUMBER & POLE	POLES FOR INVENTORY	INV83714	08/08/19	32,930.00	71324

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Check 71324							
Total For Check 71324						32,930.00	
Check 71325							
582-543.000-742.000	08/08/19	BRENT JOHNSON	BOOT REIMBURSEMENT	476469	08/08/19	150.00	71325
Total For Check 71325						150.00	
Check 71326							
582-175.000-801.000	08/08/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612025	08/08/19	1,282.31	71326
590-175.000-801.000	08/08/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612025	08/08/19	641.15	71326
591-175.000-801.000	08/08/19	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612025	08/08/19	641.15	71326
Total For Check 71326						2,564.61	
Check 71327							
582-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	402738969	08/08/19	20.00	71327
582-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	4026897747	08/08/19	20.00	71327
590-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	402738969	08/08/19	10.00	71327
590-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	4026897747	08/08/19	10.00	71327
591-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	402738969	08/08/19	10.00	71327
591-175.000-930.000	08/08/19	CINTAS CORPORATION	MATT'S	4026897747	08/08/19	10.00	71327
Total For Check 71327						80.00	
Check 71328							
582-175.000-820.000	08/08/19	CITY OF HILLSDALE	JULY PILOT	08.07.2019	08/08/19	71,442.54	71328
590-175.000-820.000	08/08/19	CITY OF HILLSDALE	JULY PILOT	08.07.2019	08/08/19	9,791.03	71328
591-175.000-820.000	08/08/19	CITY OF HILLSDALE	JULY PILOT	08.07.2019	08/08/19	7,397.41	71328
Total For Check 71328						88,630.98	
Check 71329							
582-000.000-040.000	08/06/19	COFFEE CUP DINER	UB refund for account: 020448	08/06/2019	08/08/19	90.60	71329
590-000.000-040.000	08/06/19	COFFEE CUP DINER	UB refund for account: 020448	08/06/2019	08/08/19	6.84	71329
591-000.000-040.000	08/06/19	COFFEE CUP DINER	UB refund for account: 020448	08/06/2019	08/08/19	4.48	71329
Total For Check 71329						101.92	
Check 71330							
582-000.000-249.100	08/08/19	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP 7-2019	07.31.2019	08/08/19	2,615.48	71330
Total For Check 71330						2,615.48	
Check 71331							
582-000.000-040.000	07/31/19	CORNWELL, JUDITH A	UB refund for account: 304460	07/31/2019	08/08/19	84.58	71331
Total For Check 71331						84.58	
Check 71332							
582-175.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	HANGING FOLDERS, STAPLES, TAPE BIND:	629535-00	08/08/19	111.91	71332
582-175.000-801.000	08/08/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES - RULES & REGS	312341	08/08/19	313.82	71332
590-175.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	HANGING FOLDERS, STAPLES, TAPE BIND:	629535-00	08/08/19	55.95	71332
590-175.000-801.000	08/08/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES - RULES & REGS	312341	08/08/19	156.91	71332
590-546.000-726.800	08/08/19	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	629516-00	08/08/19	20.37	71332
591-175.000-726.000	08/08/19	CURRENT OFFICE SOLUTIONS	HANGING FOLDERS, STAPLES, TAPE BIND:	629535-00	08/08/19	55.95	71332
591-175.000-801.000	08/08/19	CURRENT OFFICE SOLUTIONS	LEASE/COPIES - RULES & REGS	312341	08/08/19	156.91	71332
Total For Check 71332						871.82	
Check 71333							
582-175.000-930.000	08/08/19	EAST 2 WEST ENTERPRISES, INC	JULY CLEANING - BPU	8508	08/08/19	70.00	71333
590-175.000-930.000	08/08/19	EAST 2 WEST ENTERPRISES, INC	JULY CLEANING - BPU	8508	08/08/19	35.00	71333

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Check 71333							
591-175.000-930.000	08/08/19	EAST 2 WEST ENTERPRISES, INC	JULY CLEANING - BPU	8508	08/08/19	35.00	71333
						<u>140.00</u>	
Total For Check 71333							
Check 71334							
591-544.000-930.000	08/08/19	FAMILY FARM & HOME	2" TRANSFER PUMP	486	08/08/19	439.99	71334
						<u>439.99</u>	
Total For Check 71334							
Check 71335							
582-000.000-040.000	08/05/19	GARY, KIMBERLY A	UB refund for account: 010849	08/05/2019	08/08/19	4.00	71335
						<u>4.00</u>	
Total For Check 71335							
Check 71336							
582-000.000-158.000-20	08/08/19	GELZER & SON INC	COUPLINGS	C334124	08/08/19	4.95	71336
582-543.000-930.000	08/08/19	GELZER & SON INC	COUPLINGS	A202426	08/08/19	6.98	71336
590-546.000-930.970	08/08/19	GELZER & SON INC	CHLORINE TABS,EXTENSION CORD, PLAST	C336672	08/08/19	3.49	71336
590-546.000-930.970	08/08/19	GELZER & SON INC	CHLORINE TABS,EXTENSION CORD, PLAST	A205403	08/08/19	17.45	71336
590-547.000-930.000	08/08/19	GELZER & SON INC	CHLORINE TABS,EXTENSION CORD, PLAST	C336776	08/08/19	47.97	71336
						<u>80.84</u>	
Total For Check 71336							
Check 71337							
590-547.000-801.000	08/08/19	GLOBAL ENVIRONMENTAL CONSULTING	QUARTERLY TOX TESTS WWTP	4643	08/08/19	600.00	71337
						<u>600.00</u>	
Total For Check 71337							
Check 71338							
582-175.000-801.000	08/08/19	GRIFFITHS MECHANICAL	SERVER ROOM AC COMPRESSOR CHARGING	54214	08/08/19	92.50	71338
590-175.000-801.000	08/08/19	GRIFFITHS MECHANICAL	SERVER ROOM AC COMPRESSOR CHARGING	54214	08/08/19	46.25	71338
591-175.000-801.000	08/08/19	GRIFFITHS MECHANICAL	SERVER ROOM AC COMPRESSOR CHARGING	54214	08/08/19	46.25	71338
						<u>185.00</u>	
Total For Check 71338							
Check 71339							
582-543.000-726.000	08/08/19	HEFFERNAN SOFT WATER SERVICE	WATER FOR BATTERIES	115277	08/08/19	21.00	71339
590-547.000-726.900	08/08/19	HEFFERNAN SOFT WATER SERVICE	DISTILLED WATER FOR WWTP LAB	115366	08/08/19	17.50	71339
						<u>38.50</u>	
Total For Check 71339							
Check 71340							
582-000.000-040.000	08/05/19	HILLSDALE COLLEGE	UB refund for account: 011280	08/05/2019	08/08/19	569.31	71340
						<u>569.31</u>	
Total For Check 71340							
Check 71341							
582-000.000-158.000-20	08/08/19	HOWELL'S MECHANICAL SERVICE	LABOR & MATERILAS TO INSTALL 2 FUJI'	5843-BPU	08/08/19	3,500.00	71341
590-000.000-158.000-20	08/08/19	HOWELL'S MECHANICAL SERVICE	LABOR & MATERILAS TO INSTALL 2 FUJI'	5843-BPU	08/08/19	1,750.00	71341
591-000.000-158.000-20	08/08/19	HOWELL'S MECHANICAL SERVICE	LABOR & MATERILAS TO INSTALL 2 FUJI'	5843-BPU	08/08/19	1,750.00	71341
						<u>7,000.00</u>	
Total For Check 71341							
Check 71342							
591-544.000-801.000	08/08/19	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM MO	0053061-IN	08/08/19	1,333.00	71342
						<u>1,333.00</u>	
Total For Check 71342							
Check 71343							
591-544.000-930.000	08/08/19	JACK DOHNEY COMPANIES	VACTOR PARTS	A25200	08/08/19	644.00	71343
						<u>644.00</u>	
Total For Check 71343							
Check 71344							
582-543.000-801.000	08/08/19	JOHNSON CONTROLS SECURITY SOLUTIONS	POWER PLANT	32817561	08/08/19	1,763.00	71344
						<u>1,763.00</u>	
Total For Check 71344							

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Check 71344							
						Total For Check 71344	1,763.00
Check 71345							
582-000.000-158.000-20	08/08/19	JONESVILLE LUMBER	WOOD AND SCREWS FOR FORMS	825243	08/08/19	71.78	71345
						Total For Check 71345	71.78
Check 71346							
582-544.000-726.800	08/08/19	KSS ENTERPRISES	PAPER PRODUCTS	1167426	08/08/19	135.03	71346
590-546.000-726.800	08/08/19	KSS ENTERPRISES	PAPER PRODUCTS	1167426	08/08/19	67.51	71346
591-544.000-726.800	08/08/19	KSS ENTERPRISES	PAPER PRODUCTS	1167426	08/08/19	67.51	71346
						Total For Check 71346	270.05
Check 71347							
582-000.000-040.000	08/05/19	LANG, RYAN N	UB refund for account: 026222	08/05/2019	08/08/19	57.36	71347
590-000.000-040.000	08/05/19	LANG, RYAN N	UB refund for account: 026222	08/05/2019	08/08/19	17.04	71347
591-000.000-040.000	08/05/19	LANG, RYAN N	UB refund for account: 026222	08/05/2019	08/08/19	14.60	71347
						Total For Check 71347	89.00
Check 71348							
582-000.000-249.100	08/08/19	LARA - MI PUBLIC SERVICE COMM	"LIEAF-6099 JULY 2019 P.A.95"	07.31.2019	08/08/19	5,588.14	71348
						Total For Check 71348	5,588.14
Check 71349							
582-175.000-806.000	08/08/19	LOVINGER & THOMPSON, PC	LEGAL FEES	7.30.2019	08/08/19	75.00	71349
590-175.000-806.000	08/08/19	LOVINGER & THOMPSON, PC	LEGAL FEES	7.30.2019	08/08/19	187.50	71349
591-175.000-806.000	08/08/19	LOVINGER & THOMPSON, PC	LEGAL FEES	7.30.2019	08/08/19	37.50	71349
						Total For Check 71349	300.00
Check 71350							
582-544.000-726.800	08/08/19	MARKET HOUSE	UPS SHIPPING	115512	08/08/19	54.54	71350
590-547.000-726.900	08/08/19	MARKET HOUSE	BLEACH FOR WWTP LAB	115581	08/08/19	13.96	71350
						Total For Check 71350	68.50
Check 71351							
582-175.000-861.000	08/08/19	CHRISTOPHER MCARTHUR	MILEAGE REIMBURSEMENT	007.26.2019	08/08/19	285.00	71351
						Total For Check 71351	285.00
Check 71352							
590-000.000-040.000	08/06/19	MCCONNELL, ROBERT P	UB refund for account: 011849	08/06/2019	08/08/19	173.42	71352
591-000.000-040.000	08/06/19	MCCONNELL, ROBERT P	UB refund for account: 011849	08/06/2019	08/08/19	148.67	71352
						Total For Check 71352	322.09
Check 71353							
582-000.000-040.000	08/06/19	MCCONNELL, ROBERT P	UB refund for account: 011850	08/06/2019	08/08/19	260.94	71353
						Total For Check 71353	260.94
Check 71354							
590-547.000-801.000	08/08/19	MERIT LABORATORIES	BEF TESTING, LEAD AND COPPER TESTIN	04476	08/08/19	388.25	71354
590-547.000-801.000	08/08/19	MERIT LABORATORIES	BEF TESTING, LEAD AND COPPER TESTIN	04656	08/08/19	286.50	71354
590-547.000-801.000	08/08/19	MERIT LABORATORIES	BEF TESTING, LEAD AND COPPER TESTIN	04786	08/08/19	286.50	71354
591-544.000-801.000	08/08/19	MERIT LABORATORIES	BEF TESTING, LEAD AND COPPER TESTIN	05126	08/08/19	98.00	71354
591-544.000-801.000	08/08/19	MERIT LABORATORIES	BEF TESTING, LEAD AND COPPER TESTIN	05109	08/08/19	49.00	71354
						Total For Check 71354	1,108.25
Check 71355							

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Check 71355							
590-000.000-110.000	08/08/19	MICHIGAN PIPE & VALVE	INVENTORY WATER	J018189	08/08/19	982.57	71355
591-000.000-110.000	08/08/19	MICHIGAN PIPE & VALVE	INVENTORY WATER	J018189	08/08/19	7,965.10	71355
Total For Check 71355						8,947.67	
Check 71356							
591-175.000-726.591	08/08/19	NATIONAL CINEMEDIA, LLC	THEATER SHOWING OF MRWA ADS JULY	INV-182287	08/08/19	823.33	71356
Total For Check 71356						823.33	
Check 71357							
582-000.000-040.000	08/07/19	NORTH AMERICAN DISMANTLING CO	UB refund for account: 025970	08/07/2019	08/08/19	144.46	71357
Total For Check 71357						144.46	
Check 71358							
582-175.000-801.000	08/08/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	946576	08/08/19	85.20	71358
590-175.000-801.000	08/08/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	946576	08/08/19	42.60	71358
591-175.000-801.000	08/08/19	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	946576	08/08/19	42.60	71358
Total For Check 71358						170.40	
Check 71359							
582-000.000-040.000	08/05/19	OSMUN, MCKENZIE L	UB refund for account: 030229	08/05/2019	08/08/19	58.00	71359
Total For Check 71359						58.00	
Check 71360							
590-547.000-930.000	08/08/19	PERFORMANCE AUTOMOTIVE	GREASE MULTIMETER, FASST ORANGE, BR.	10284-1292384	08/08/19	26.77	71360
590-547.000-930.000	08/08/19	PERFORMANCE AUTOMOTIVE	GREASE MULTIMETER, FASST ORANGE, BR.	10284-1290956	08/08/19	14.29	71360
590-547.000-930.000	08/08/19	PERFORMANCE AUTOMOTIVE	GREASE MULTIMETER, FASST ORANGE, BR.	10284-1292740	08/08/19	10.32	71360
Total For Check 71360						51.38	
Check 71361							
582-000.000-158.000-19	08/08/19	POWERLINE SUPPLY	3 GANG GOAB AR SWITCHES	56386772	08/08/19	12,093.42	71361
582-000.000-158.000-19	08/08/19	POWERLINE SUPPLY	3 GANG GOAB AR SWITCHES	56384931	08/08/19	4,031.14	71361
Total For Check 71361						16,124.56	
Check 71362							
582-543.000-742.000	08/08/19	POWERS CLOTHING, INC.	EMGROIDERY BPU LOGO	08.06.2019	08/08/19	130.00	71362
Total For Check 71362						130.00	
Check 71363							
590-000.000-158.000-19	08/08/19	PROCESS PIPING & EQUIPMENT, IN	INSTALLATION OF REPLACEMENT CLARIFI	19-04-01	08/08/19	28,120.00	71363
Total For Check 71363						28,120.00	
Check 71364							
590-547.000-930.900	08/08/19	QUALITY ASSURANCE SERVICES, LI	ANNUAL LAB BALANCE SERVICE	7291901	08/08/19	200.00	71364
Total For Check 71364						200.00	
Check 71365							
582-544.000-740.000	08/08/19	SELKING INTERNATIONAL & IDEAL	MOTOR OIL FOR LINE TRUCKS	12523047	08/08/19	440.64	71365
Total For Check 71365						440.64	
Check 71366							
582-175.000-726.000	08/08/19	SONIT SYSTEMS, LLC	NETADMIN - JULY 2019	57791-BPU	08/08/19	656.25	71366
590-175.000-726.000	08/08/19	SONIT SYSTEMS, LLC	NETADMIN - JULY 2019	57791-BPU	08/08/19	328.13	71366
591-175.000-726.000	08/08/19	SONIT SYSTEMS, LLC	NETADMIN - JULY 2019	57791-BPU	08/08/19	328.12	71366
Total For Check 71366						1,312.50	



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Check 71367							
590-547.000-930.000	08/08/19	SUPERIOR INDUSTRIAL SALES & SERVICE	SERVICE FOR GENERATORS	458528	08/08/19	1,356.00	71367
591-545.000-930.000	08/08/19	SUPERIOR INDUSTRIAL SALES & SERVICE	SERVICE FOR GENERATORS	458528	08/08/19	1,121.16	71367
						2,477.16	
Total For Check 71367							
Check 71368							
582-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	8-9-2019 OUTDOOR MOVIE	RG 2720572	08/08/19	231.50	71368
582-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	JULY 2019 MOVIE INC 2	RG 2705071	08/08/19	231.50	71368
590-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	8-9-2019 OUTDOOR MOVIE	RG 2720572	08/08/19	115.75	71368
590-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	JULY 2019 MOVIE INC 2	RG 2705071	08/08/19	115.75	71368
591-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	8-9-2019 OUTDOOR MOVIE	RG 2720572	08/08/19	115.75	71368
591-175.000-801.000	08/08/19	SWANK MOTION PICTURE, INC.	JULY 2019 MOVIE INC 2	RG 2705071	08/08/19	115.75	71368
						926.00	
Total For Check 71368							
Check 71369							
582-544.000-970.000	08/08/19	T & R ELECTRIC SUPPLY COMPANY	1LVA TRANSFORMERS	154128	08/08/19	3,500.00	71369
						3,500.00	
Total For Check 71369							
Check 71370							
582-544.000-801.000	08/08/19	MILSOFT	AUG 2019 MILSOFT DISPATCH SUPPORT	20193354	08/08/19	666.67	71370
582-544.000-801.000	08/08/19	MILSOFT	AUG 2019 MILSOFT IVR SUPPORT	20193490	08/08/19	253.54	71370
590-546.000-801.000	08/08/19	MILSOFT	AUG 2019 MILSOFT IVR SUPPORT	20193490	08/08/19	126.78	71370
591-175.000-801.000	08/08/19	MILSOFT	AUG 2019 MILSOFT IVR SUPPORT	20193490	08/08/19	126.77	71370
						1,173.76	
Total For Check 71370							
Check 71371							
582-000.000-040.000	08/05/19	VAUGHN, WENDELL K	UB refund for account: 026484	08/05/2019	08/08/19	15.79	71371
590-000.000-040.000	08/05/19	VAUGHN, WENDELL K	UB refund for account: 026484	08/05/2019	08/08/19	11.07	71371
591-000.000-040.000	08/05/19	VAUGHN, WENDELL K	UB refund for account: 026484	08/05/2019	08/08/19	9.48	71371
						36.34	
Total For Check 71371							
Check 71372							
582-543.000-740.000	08/08/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1921201	08/08/19	44.77	71372
582-544.000-740.000	08/08/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1921201	08/08/19	1,495.70	71372
590-547.000-740.000	08/08/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1921201	08/08/19	693.09	71372
591-544.000-740.000	08/08/19	WATKINS OIL COMPANY	FUEL PURCHASES	000090-1921201	08/08/19	201.12	71372
						2,434.68	
Total For Check 71372							
Check 71373							
582-175.000-880.000	08/08/19	WCSR	ADS	131-00062-0006	08/08/19	95.00	71373
582-175.000-880.000	08/08/19	WCSR	ADS	131-00066-0005	08/08/19	88.50	71373
590-175.000-880.000	08/08/19	WCSR	ADS	131-00062-0006	08/08/19	47.50	71373
590-175.000-880.000	08/08/19	WCSR	ADS	131-00066-0005	08/08/19	44.25	71373
591-175.000-880.000	08/08/19	WCSR	ADS	131-00062-0006	08/08/19	47.50	71373
591-175.000-880.000	08/08/19	WCSR	ADS	131-00066-0005	08/08/19	44.25	71373
						367.00	
Total For Check 71373							
Check 71374							
582-544.000-801.300	08/08/19	WRIGHT TREE SERVICE	TREE TRIMMING	071910743	08/08/19	550.10	71374
582-544.000-801.300	08/08/19	WRIGHT TREE SERVICE	TREE TRIMMING	071910745	08/08/19	1,948.20	71374
582-544.000-801.300	08/08/19	WRIGHT TREE SERVICE	TREE TRIMMING	071910747	08/08/19	3,896.40	71374
						6,394.70	
Total For Check 71374							
						275,032.95	
Total For Age Less Than 30 Days							

08/08/2019 11:41 AM

User: gkeasal

DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/29/2019 - 08/08/2019  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: BPUAP

Page: 7/9

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	<u>Amount</u>	<u>check #</u>
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #	
Fund Totals:								
			Fund 582 ELECTRIC FUND			202,055.56		
			Fund 590 SEWER FUND			48,056.76		
			Fund 591 WATER FUND			24,920.63		
Total For All Funds:							275,032.95	
--- TOTALS BY GL DISTRIBUTION ---								
		582-000.000-040.000	ACCOUNTS RECEIVABLE			1,285.04		
		582-000.000-110.000	INVENTORY			32,930.00		
		582-000.000-158.000-19	CONSTRUCTION WORK IN PROGRESS			16,124.56		
		582-000.000-158.000-20	CONSTRUCTION WORK IN PROGRESS			349.33		
		582-000.000-158.000-20	CONSTRUCTION WORK IN PROGRESS			3,500.00		
		582-000.000-249.100	LOW INCOME ENERGY ASSISTANCE			8,203.62		
		582-175.000-726.000	SUPPLIES			2,379.59		
		582-175.000-801.000	CONTRACTUAL SERVICES			2,337.83		
		582-175.000-806.000	LEGAL SERVICES			75.00		
		582-175.000-820.000	PILOT			71,442.54		
		582-175.000-861.000	TRAINING & SEMINARS			285.00		
		582-175.000-880.000	COMMUNITY PROMOTION			183.50		
		582-175.000-925.000	TELEPHONE			368.16		
		582-175.000-930.000	REPAIRS & MAINTENANCE			110.00		
		582-543.000-726.000	SUPPLIES			33.24		
		582-543.000-740.000	FUEL AND LUBRICANTS			44.77		
		582-543.000-742.000	CLOTHING / UNIFORMS			280.00		
		582-543.000-801.000	CONTRACTUAL SERVICES			1,763.00		
		582-543.000-930.000	REPAIRS & MAINTENANCE			196.20		
		582-544.000-726.800	SUPPLIES - OPERATIONS			454.45		
		582-544.000-740.000	FUEL AND LUBRICANTS			1,936.34		
		582-544.000-801.000	CONTRACTUAL SERVICES			920.21		
		582-544.000-801.300	TREE TRIMMING			6,394.70		
		582-544.000-970.000	CAPITAL OUTLAY			3,500.00		
		582-544.000-970.000-19	CAPITAL OUTLAY			46,958.48		
		590-000.000-040.000	ACCOUNTS RECEIVABLE			208.37		
		590-000.000-110.000	INVENTORY			982.57		
		590-000.000-158.000-19	CONSTRUCTION WORK IN PROGRESS			28,120.00		
		590-000.000-158.000-20	CONSTRUCTION WORK IN PROGRESS			1,750.00		
		590-175.000-726.000	SUPPLIES			1,189.79		
		590-175.000-801.000	CONTRACTUAL SERVICES			1,168.91		
		590-175.000-806.000	LEGAL SERVICES			187.50		
		590-175.000-820.000	PILOT			9,791.03		
		590-175.000-880.000	COMMUNITY PROMOTION			91.75		
		590-175.000-925.000	TELEPHONE			184.08		
		590-175.000-930.000	REPAIRS & MAINTENANCE			55.00		
		590-546.000-726.800	SUPPLIES - OPERATIONS			87.88		
		590-546.000-801.000	CONTRACTUAL SERVICES			126.78		
		590-546.000-930.970	REPIARS & MINAT. - MANHOLES			82.94		
		590-547.000-726.900	SUPPLIES - LABORATORY			31.46		
		590-547.000-740.000	FUEL AND LUBRICANTS			693.09		
		590-547.000-801.000	CONTRACTUAL SERVICES			1,561.25		
		590-547.000-930.000	REPAIRS & MAINTENANCE			1,544.36		
		590-547.000-930.900	REPAIRS & MAINT - LABORATORY			200.00		
		591-000.000-040.000	ACCOUNTS RECEIVABLE			177.23		
		591-000.000-110.000	INVENTORY			7,965.10		
		591-000.000-158.000-20	CONSTRUCTION WORK IN PROGRESS			1,750.00		
		591-175.000-726.000	SUPPLIES			1,189.78		
		591-175.000-726.591	SUPPLIES-WELLHEAD PROTECTION			823.33		
		591-175.000-801.000	CONTRACTUAL SERVICES			1,295.68		
		591-175.000-806.000	LEGAL SERVICES			37.50		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
		591-175.000-820.000	PILOT			7,397.41	
		591-175.000-880.000	COMMUNITY PROMOTION			91.75	
		591-175.000-925.000	TELEPHONE			184.07	
		591-175.000-930.000	REPAIRS & MAINTENANCE			55.00	
		591-544.000-726.800	SUPPLIES - OPERATIONS			67.51	
		591-544.000-740.000	FUEL AND LUBRICANTS			201.12	
		591-544.000-801.000	CONTRACTUAL SERVICES			1,480.00	
		591-544.000-930.000	REPAIRS & MAINTENANCE			1,083.99	
		591-545.000-930.000	REPAIRS & MAINTENANCE			1,121.16	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 08/08/2019 - 08/08/2019  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: BD OP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 1086							
590-000.000-158.000	08/08/19	FLEIS & VANDENBRINK	WASTEWATER BIDDING & CONSTRUCTION S:	52656	08/08/19	6,259.42	1086
590-000.000-158.000	08/08/19	FLEIS & VANDENBRINK	WASTEWATER BIDDING & CONSTRUCTION S:	52966	08/08/19	6,750.71	1086
Total For Check 1086						<u>13,010.13</u>	
Total For Age Less Than 30 Days						<u>13,010.13</u>	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
			Fund Totals:				
			Fund 590 SEWER FUND			13,010.13	
			Total For All Funds:			<u>13,010.13</u>	
---	TOTALS BY GL DISTRIBUTION	---					
		590-000.000-158.000	CONSTRUCTION WORK IN PROGRESS			13,010.13	

**CITY COUNCIL MINUTES**

City of Hillsdale  
Council Chambers  
August 19, 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
	Tony Vear, Ward 1
	William Morrissey, Ward 2
	Cynthia Pratt, Ward 2
	Bruce Sharp, Ward 3
	William Zeiser, Ward 3
	Matthew Bell, Ward 4

Council Members absent:	Raymond Briner, Ward 4
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Also present were: David Mackie (City Manager), Attorney Jack Lovinger, Katy Price (City Clerk), Jake Hammel (DPS), Chris McArthur (BPU Director), Scott Hephner (Chief of Police/Fire), Mark Hawkins (Deputy Fire Chief), Mary Hill (Library Director), Peter Merritt (Treasurer), Sam Fry (HDN), Penny Swan, Brian DuBois, Dennis Wainscott, Louise Worms, Ruth Brown, Steve Wood, Mary Bertakis, Sheri Lemke and Daniel Berg.

**Approval of Agenda**

Motioned to approve the agenda by Council Member Morrissey, seconded by Council Member Bell.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Pratt	Aye
	Council Member Sharp	Aye
	Council Member Zesier	Aye
	Council Member Bell	Aye

Motion passed 8-0.

**Public Comment**

Steve Wood, 1560 Barber Drive, commented on the Hillsdale College request for noise variance and asked if there was a conflict of interest for council members employed by the college.

**Consent Agenda**

- A. Approval of Bills
  - 1. City Claims of July 25, 2019: \$192,549.92
  - 2. BPU Claims of July 25, 2019: \$85,393.88

- 3. Payroll of August 8, 2019: \$186,581.48
- B. City Council Minutes of August 5, 2019 Regular Meeting
- C. City Council Minutes of August 12, 2019 Special Meeting
- D. EDC Minutes of June 20, 2019
- E. EDC Manufacturing & Technology Park Minutes of July 18, 2019
- F. EDC ACC Minutes of July 30, 2019

Council Member Morrissey, seconded by Council Member Bell moved to approve the Consent Agenda.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Pratt	Aye
	Council Member Sharp	Aye
	Council Member Zesier	Aye
	Council Member Bell	Aye

Motion passed 8-0.

**Communications/Petitions**

- A. Library Summer reading Program- Verbal Update (Mary Hill, Library Director)
- B. Board of Review Resignation Letter- Tony Vear

The items of communications were received for informational purposes only.

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

**Unfinished Business**

- A. Street Projects – Verbal Update

Jake Hammel, DPS director updated Council on the M99 project.

Mr. Hammel mentioned that Garden, Mead and Vine Streets are scheduled to be paved Thursday and Friday next week.

Mr. Hammel updated Council on the ICE grant. Rippon Avenue’s sanitary main has been completed. Hammel anticipates wrapping up at the end of this week with underground work. Concrete work done next week and base course is scheduled to be done by the Labor Day weekend or soon after.

**Old Business**

No old business

**New Business**

- A. Hillsdale College Request for Noise Variance

Council Member Bell, seconded by Council Member Stuchell to approve the noise variance for Wednesday, October 2, 2019 starting at 8:30 p.m. through Thursday, October 3, 2019 at 11:30 p.m.

By a voice vote, the motion passed unanimously.

- B. Hillsdale College Street Closure Request

Council Member Stuchell, seconded by Council Member Vear to approve the street closure for Wednesday, October 2, 2019 at 8:00 a.m. through Thursday, October 3, 2019 at 11:00 p.m. for the Hillsdale College Gala and dedication of Christ Chapel.



By a voice vote, the motion passed unanimously.

C. Hillsdale College Street Closure / Fireworks Display

Council Member Zeiser, seconded by Council Member Bell to approve the street closure for a fireworks display on Wednesday, October 2, 2019 at 10:00 p.m. with an alternate date of Thursday, October 3, 2019.

By a voice vote, the motion passed unanimously.

D. Request for Street Closure, Special Olympics 5k run/walk

Council Member Morrissey, seconded by Council Member Bell to approve the street closure for the Special Olympics 5k on October 6, 2019 from 3:30 p.m. through 7:00 p.m.at 10:00 p.m.

By a voice vote, the motion passed unanimously.

E. BPU Replace VFD Controls on High Service Pump #3

Council Member Morrissey, seconded by Council Member Stuchell moved to approve the purchase of VFD controls on high service pump #3 in the amount of \$16,050.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Pratt	Aye
	Council Member Sharp	Aye
	Council Member Zesier	Aye
	Council Member Bell	Aye

Motion passed 8-0.

F. BPU Electric Meters & AMI System Loan Pay off

Council Member Sharp, seconded by Council Member Bell moved to approve the loan payoff in the amount of \$218,769.58.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Pratt	Aye
	Council Member Sharp	Aye
	Council Member Zesier	Aye
	Council Member Bell	Aye

Motion passed 8-0.

G. Set Public Hearing for Hillsdale Senior Project (PILOT)

Discussion ensued by Council on the project.

Council Member Sharp, seconded by Council Member Stuchell motioned to set public hearing for September 3, 2019 for Hillsdale Senior Project.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye

Council Member Morrissey	Aye
Council Member Pratt	Aye
Council Member Sharp	Aye
Council Member Zeiser	Aye
Council Member Bell	Nay

Motion passed 7-1.

H. Michigan Council of Arts and Cultural Affairs (MCACA) Grant Application for Dawn Theater

Mary Bertakis addressed Council on the grant application request.

Council discussion ensued on the grant application and process.

Mayor Stockford, seconded by Council Member Zeiser to approve the grant application for the Dawn Theater film.

By a voice vote, the motion passed unanimously.

**Miscellaneous Reports**

Appointment- EDC Board: Rachel Lott

Council Member Morrissey, seconded by Bell to approve Rachel Lott to the EDC Board.

By a voice vote, the motion passed unanimously.

**General Public Comment**

Denise Wainscott, 34 Garden Street, commented on housing and senior project.

Jack McClain, 116 S Howell Street, commented on the senior project, TIFA minutes, and Stock Park and veteran statue.

Daniel Burg, 74 N. West Street, commented on the SPIRE Development project discussed at the last Council meeting.

Steve Wood, 1560 Barber Drive, commented on the conflict of interest with Hillsdale College items.

City Attorney, Jack Lovinger commented and addressed the charter requirements for conflict of interest and council abstaining on voting.

**City Manager's Report**

September 8, 2019 Airport Fly-In Event.

Congratulated Mary Hill and Library Staff on a great summer ready program.

August 21, 2019 at 6:00 p.m. SPIRE Development informational meeting at the Library.

Tuesday, September 3, 2019 next Council meeting.

**Council Comments**

Council Member Zeiser and Council Member Bell commented on the conflict of interest item brought up by Mr. Wood.

**Adjournment**

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

The meeting adjourned at 8:33 p.m.

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Adam L. Stockford, Mayor

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Katy Price, City Clerk

## PLANNING COMMISSION MINUTES

**HILLSDALE CITY HALL,**

**97 N. Broad Street**

**July 16, 2019 at 5:30 PM**

### **I. Call to Order**

- A. Chairwoman order called the meeting to order at 5:32 pm
- B. Members present: Chairwoman order Mayor Pro tem William Morrisse Commissioners Eric Moore Ron Coll and Penn Han
- C. Members absent: Vice Chairman Samuel Nutter Secretary Jerry La Cock
- D. Others present: Alan Becker and representatives for the projects before the Planning Commission.

### **II. Public Comment**

There was no public comment.

### **III. Consent Items/Communications**

Commissioner Coll moved to approve the agenda as presented. Commissioner Han seconded. All were in favor. Commissioner Han moved to approve the minutes as presented. Commissioner Coll seconded. All were in favor.

### **IV. Site Plan Review**

- A. Hillsdale County Fairgrounds New Horse Barn: The drawings that are in the packet were submitted to the Planning Office on July 22, 2019. On July 22, 2019 a preliminary review meeting was held with the City Department heads. Included in the packet are the results of that meeting. The Commission requested that stamped drawings with the information cited at the preliminary meeting be submitted to the Zoning Administrator. Commissioner Han asked about the existing storm drains. Mr. Fansler from the Fair stated that they were to be removed and replaced. Commissioner Coll motioned to approve contingent on the revised sealed site drawings be submitted to the Zoning Administrator. Commissioner Han seconded.
- B. 3 North Street New Parking Lot: The Engineering has submitted documents for a new parking lot to be located at 3 North Street. The drawings that are in the packet were submitted to the Planning Office on July 22, 2019. On July 22, 2019 a preliminary review meeting was held with the City Department heads. Included in the packet are the results of that meeting. Commissioner Han motioned to approve. Commissioner Coll seconded.
- C. 4 North West Street New Wells Apartment Building: Empire Development of Columbus Ohio has submitted documents for a new multi-tenant housing development. The project would be located at the northwest corner of West Wood and North West Streets. The drawings that are in the packet were submitted to the Planning Office on July 22, 2019. On July 22, 2019 a preliminary review meeting was held with the City Department heads. Included in the packet are the results of that meeting. Empire Development submitted a revised set of drawings that show the proposed location of the sanitary line to the building. The project will be rent restricted and require a screening process for tenant acceptance. The Contractor of the project Fairfield Housing will let the property managers once the building is completed. The future

goal is to have an on site playground as some of the tenants are forecast to be young families. The project application will be submitted to the Michigan State Housing Development Authority (MSHDA) for approval. The application must be submitted in October and awards are granted in January. The final approval needed from the City will be a Payment in Lieu of Taxes (PILOT) resolution from Council. Commissioner Croll motioned to approve. Commissioner Moran seconded. The site plan was approved.

## **V. Old business**

Annual Planning Commission Report: No update

## **VI. New Business**

There was no new business.

## **VII. Master Plan review**

There was no discussion of the Master Plan update

## **VIII. Zoning Ordinance Review**

There was no Zoning Ordinance Review

## **IX. Zoning Administrator's Report**

Mr. Beeker gave a brief update re: the July Region 2 Planning Commission meeting. He also gave them an update on the Dan T. Carter project.

## **X. Commissioner Comments**

Commissioner Moore questioned whether one elevator in the proposed housing development was wise. He would like to consider opening a discussion with the Developer to include an additional elevator.

## **XI. Adjournment**

Commissioner Morris motioned to adjourn. Commissioner Moore seconded. All in favor. Meeting adjourned at 7:44 pm.

**Next meeting: August 20, 2019 at 5:30 pm.**

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: September 3, 2019**

**Agenda Item: Consent**

**SUBJECT: Special Olympics Area 29 Street Use Agreement – 5K Twilight Twinkle**

**BACKGROUND: Michelle Loren, Recreation Director**

Special Olympics Area 29 has submitted a Right of Way permit requesting a partial street closure of the eastbound lane on E. South St. from the Fairgrounds entrance/exit to the bike trail on the east side of @. St. Joe St. on Saturday, October 6, 2019 for their annual Twilight Twinkle 5K Fundraiser pursuant to TCO No. 2019-48 approved by Council at the August 18, 2019 Council Meeting.

Use of City barricades and signs are part of this request

The agreement has been reviewed and approved by legal counsel.

I recommend Council authorize signatures by the Mayor and Clerk on the Street Closure Agreement.

**STREET USE AGREEMENT**  
**2019 Special Olympics Area 29 5K Twilight Twinkle Fundraiser**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Special Olympics Area 29, 13700 E. Diane Dr., Camden, MI 49232.

**Preamble**

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

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

Special Olympics Area 29 desires to sponsor and promote an event to which the general public is invited that will provide food and non-alcoholic drink concessions as well as other activities. A portion of this event is proposed to take place on E. South Street between Broad and W. St. Joe Streets on October 6, 2019, with the cleanup activities to be conducted and finalized within a specified period following the end of the event.

Special Olympics has represented that it is a responsible organization and that it has created appropriate regulations and policies by which it will regulate participants in the event it proposes to promote and sponsor. Special Olympics Area 29 also represents that participation in its event is and will be open to all on a nondiscriminatory basis.

Hillsdale has determined that it is in its best interests and the interests of the general public to allow Special Olympics Area 29 to use McCollum Street east of Howell Street and west of Broad Street as the site from which it may conduct its proposed event, and Special Olympics Area 29 has agreed to do so, all in accordance with the following terms and conditions.

**Agreement**

1. In consideration of and reliance on Special Olympics Area 29's promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Special Olympics Area 29 to use the following portion of its street during specified periods on Sunday, October 6, 2019 for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. Eastbound lane on E. South St. from the Fairgrounds entrance/exit to the bike/walk trail (Baw Beese Trail) on the east side of W. St. Joe St. beginning at 3:30 p.m. and ending at or before 7:00 p.m. on October 6, 2019 as a 5K run/walk route.

2. Special Olympics Area 29 agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to

those that might be required by the health department, the posting of signs, as well as any rule, regulations and requirements others that might be required by any state, county or local statute, ordinance, rule or regulation.

3. Special Olympics Area 29 further agrees that it shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as it or an applicable governmental agency determines necessary to provide for and to the general public in connection with its proposed event, all at its sole expense.

4. Special Olympics Area 29 agrees that immediately following the end of the event and at its sole expense, it shall promptly remove or cause the removal all equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, trash, litter and other items from E. South Street pending their removal from the site in accordance with the schedule hereinafter provided. Special Olympics Area 29 shall notify the Hillsdale City Police and secure its permission to open the street to vehicular traffic before removing the barricades placed to block the described portions of E. South St. from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs (terrace) until returned to the Department of Public Services at 149 Waterworks Dr. no later than 12:00 p.m. on Monday, October 8, 2019.

5. Special Olympics Area 29 further agrees that the removal of all equipment, signs, tables, chairs, trashcans, port-a-johns, roll-offs, trash, litter and other items from E. South Street and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed no later than 9:00 on Saturday, October 6, 2019.

6. Special Olympics Area 29 agrees to abide by all applicable statutes, ordinances, rules and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portion of E. South Street.

7. Special Olympics Area 29 agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the E. South Street right of way that would cause holes or other damage to the pavement without the prior written consent of the Director of Hillsdale's Department of Public Streets.

8. Special Olympics Area 29 agrees that it shall not permit any street other than the described portion of E. South Street to be blocked or obstructed. Further, Special Olympics Area 29 agrees to and shall confine its proposed event activities solely to the eastbound lane on E. South Street from the Fairgrounds entrance/exit to the bike/walk trail on the east side of W. St. Joe Street.

9. Special Olympics Area 29 agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of all damage to private or public property that results from or because of Special Olympics Area 29' proposed event, whether real or personal, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items.

10. Special Olympics Area 29 represents that it possesses or will obtain and provide persons with the skill, experience, competence, and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and professional manner.



11. Special Olympics Area 29 further represents and covenants that it does not discriminate against any employee, applicant for employment, and shall not discriminate against any general public that will participate in the event it is staging under this agreement or any other member of the public because of race, color, religion, national origin, age, height, weight, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

12. Special Olympics Area 29 shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with City designated therein as a named insured to be and remain in force for the duration of Special Olympics Area 29's presence on and use of Hillsdale's street; such proof to be provided at the time of execution of this Agreement.

13. Special Olympics Area 29 shall carry and provide all workers' compensation insurance coverage at its sole expense for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any work under this contract.

14. Special Olympics Area 29 represents to Hillsdale that it intends to use the described area for the purpose of providing a 5K run route within the described area and that the consumption or possession of alcoholic beverages within the described area will not be permitted. In reliance on Special Olympics Area 29, representations and its other promises, as contained in this agreement, Hillsdale hereby grants and Special Olympics Area 29 hereby accepts the exclusive control over the described portion of E. South Street and the activities therein, it being the intention of the parties that Special Olympics Area 29 is and shall be solely responsible for maintaining the described areas and regulating all activities therein so as to keep them in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of the general public and others using or within said area or any of its facilities, products or activities.

15. Special Olympics Area 29 further agrees to and shall defend, indemnify and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

a. The negligence, gross negligence or intentional acts or omissions of Special Olympics Area 29, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees which arise or are claimed to have arisen as a result or because of Special Olympics Area 29 proposed event, its associated activities and events; or

b. The negligence, gross negligence or intentional acts or omissions of Special Olympics Area 29, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees in the use of or defects in the areas described, or the equipment, tents, signs, tables, chairs, port-a-johns, and roll-offs or other facilities placed or used by Special Olympics Area 29 or any of agents, servants, employees, guests, vendors, invitees, event participants or event attendees;

c. All such damages or injuries, including death, are whether caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Special Olympics Area 29 shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

16. Special Olympics Area 29 agrees that any and all documents provided to Hillsdale under this agreement are subject to disclosure and hereby expressly consents to Hillsdale's reproduction and release of such documents in response to a request under the Freedom of Information Act.

17. Special Olympics Area 29 agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Special Olympics Area 29 at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this contract, by giving written notice of termination to Special Olympics Area 29 if the latter should:

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

Provided, however, that Special Olympics Area 29's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be provided to Special Olympics Area 29 in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: Tammy Ryan, Special Olympics Area 29, 13700 E. Diane Dr., Camden, Michigan 49232.

18. All notices from Special Olympics Area 29 to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: David Mackie, Hillsdale City Manager, 97 N. Broad Street, Hillsdale, Michigan 49242.

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

19. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Special Olympics Area 29 further agree that in the event of legal action arising from or as a result of this Agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

**CITY OF HILLSDALE**

\_\_\_\_\_  
Adam Stockford, Mayor

Dated: September \_\_\_\_, 2019

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

Dated: September \_\_\_\_, 2019

**SPECIAL OLYMPICS AREA 29**

\_\_\_\_\_  
Tammy Ryan, Special Olympics Area 29

Dated: September \_\_\_\_, 2019

DPS Mailbox 8/14/2019 ky

Received by Y. STAMPS  
Date 08-12-19  
Amount Rec' \_\_\_\_\_  
Check # \_\_\_\_\_



Permit # 3604

**CITY OF HILLSDALE**

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

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

TYPE:

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

**Post a copy of the  
Permit on-site**

<u>Special Olympics Area 29</u>		<u>8-8-19</u>	
Applicant's Name		Contractor's Name	
Date		Date	
<u>13700 E. Diane Dr.</u>			
Mailing Address		Mailing Address	
<u>Camden</u>	<u>MI</u>	<u>49232</u>	
City	State	Zip Code	
<u>Tammy Ryan</u>		<u>517-320-0783</u>	
(Contact person)		<u>437-3025 (home)</u>	
Telephone Number		Telephone Number	
<u>Area Director - Gary Morrison</u>			

DESCRIPTION OF WORK OR USE:  
5K Run/Walk Fundraiser for Area 29 (Hillsdale + Lenawee Counties) Special Olympics Athletes

LOCATION: (Drawing to be provided)  
Start/Finish Hillsdale county Fairgrounds, use South St Fairgrounds exit and South Street to access Baw Beese Trail. Use of 1 block of South Street  
FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED: to connect 5K path from fairgrounds to trail

TIME PERIOD:  
COMMENCING DATE: Sunday October 6, 2019 TIME: 3:30pm ENDING DATE: October 6, 2019 TIME: 7:00 pm

- THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:
- Certificate of Insurance
  - Performance Bond \$ \_\_\_\_\_
  - Construction Plan
  - Subcontractor's Names
  - Other user agreement.

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

**Staff Use Only**

Recommendation for Issuance

Approved  Denied

Dason Blake 8/20/19  
Director, Department of Public Services

Director-Comments:

Applicant to pick up all required Temporary Traffic Control from DPS Friday, October 4, 2019 and return on Monday, October 7, 2019.  
Applicant and/or representatives shall place, maintain and remove all Temporary Traffic Control devices prior, during, and promptly after event. Traffic control shall be maintained in MUTCD compliance during full duration of event. See revised map for traffic control locations.  
Contact DPS office @ 517-437-6490 to schedule pick up and delivery of TTC. No permanent markings on street and/or bike path.  
All participants shall observe and follow all traffic sign-age along bike path.

Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fee Received \$ 10 Pd, Receipt # 36763

\_\_\_\_\_  
City Clerk

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

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

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

**Staff Use Only**

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Recommendation for Issuance

Approved  Denied

Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

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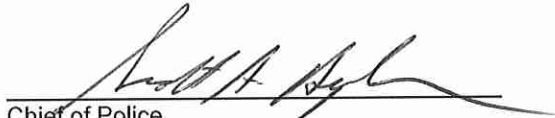
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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

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

Fee Received \$ Paid \$ 10.00 (Application fee)

\_\_\_\_\_  
City Clerk

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

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

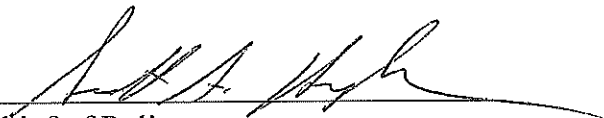
**INSPECTIONS MUST BE SCHEDULED  
MINIMUM 2 HOURS PRIOR TO  
COMMENCEMENT OF WORK.**

**TRAFFIC CONTROL ORDER**  
**2019-48**

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.

**Closure of the eastbound lane on E. South St. from the Fairgrounds entrance/exit to the bike/walk trail on the east side of W. St. Joe St. will be on Sunday, October 6, 2019 from 3:30 pm to 7:00 pm for the 5k run/walk fundraiser for Area 29 (Hillsdale/Lenawee) Special Olympics Athletes.**

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

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
08/13/19  
Date

Received for filing in the office of the City Clerk at 1:00 p.m. on the 13 day of August, 2019.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
08/13/19  
Date

**RESOLUTION # \_\_\_\_\_**

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

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Special Olympics, Inc. 1133 19th Street NW Washington DC 20036	<b>NAIC #</b> 18058	

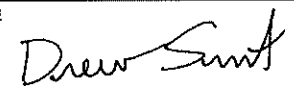
**COVERAGES**                      **CERTIFICATE NUMBER:** 1001701837                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER			PHPK1921784	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1921784	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NON-OWNED/HIRED AUTO \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
- Coverage applies to the following: SPECIAL OLYMPICS MICHIGAN, CENTRAL MICHIGAN UNIVERSITY, MOUNT PLEASANT, MI 48859.

- Named Insured (cont'd): All Special Olympics Accredited U.S. Programs

<b>CERTIFICATE HOLDER</b> City of Hillsdale  97 N. Broad Street  Hillsdale MI 49242	<b>CANCELLATION</b> 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 
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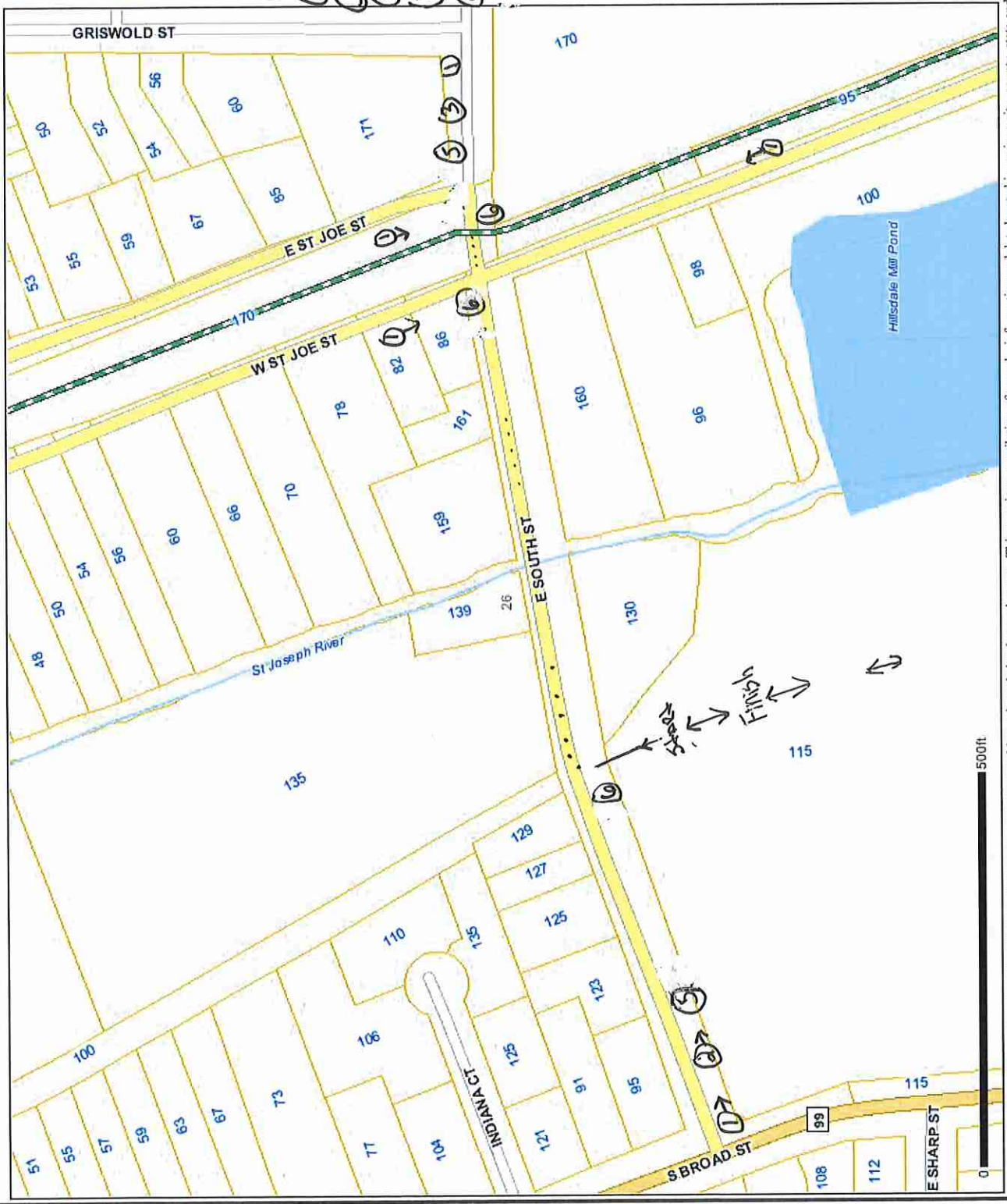


TTC MAP

- Municipal Boundaries
- PLS - Sections
- Bike Paths
- Railroad
- Streets
- Major Arterial
- Minor Arterial
- Roads
- Lakes
- Rivers and Creeks
- Sand Lake Valley Lots
- Sand Lake Valley Detail
- Parcels

- ① Watch for Pedestrians.
- ② Right Lane Closed.
- ③ Left Lane Closed.
- ④ Be Prepared to Stop.
- ⑤ Flagger Ahead.
- ⑥ Flagger Person.

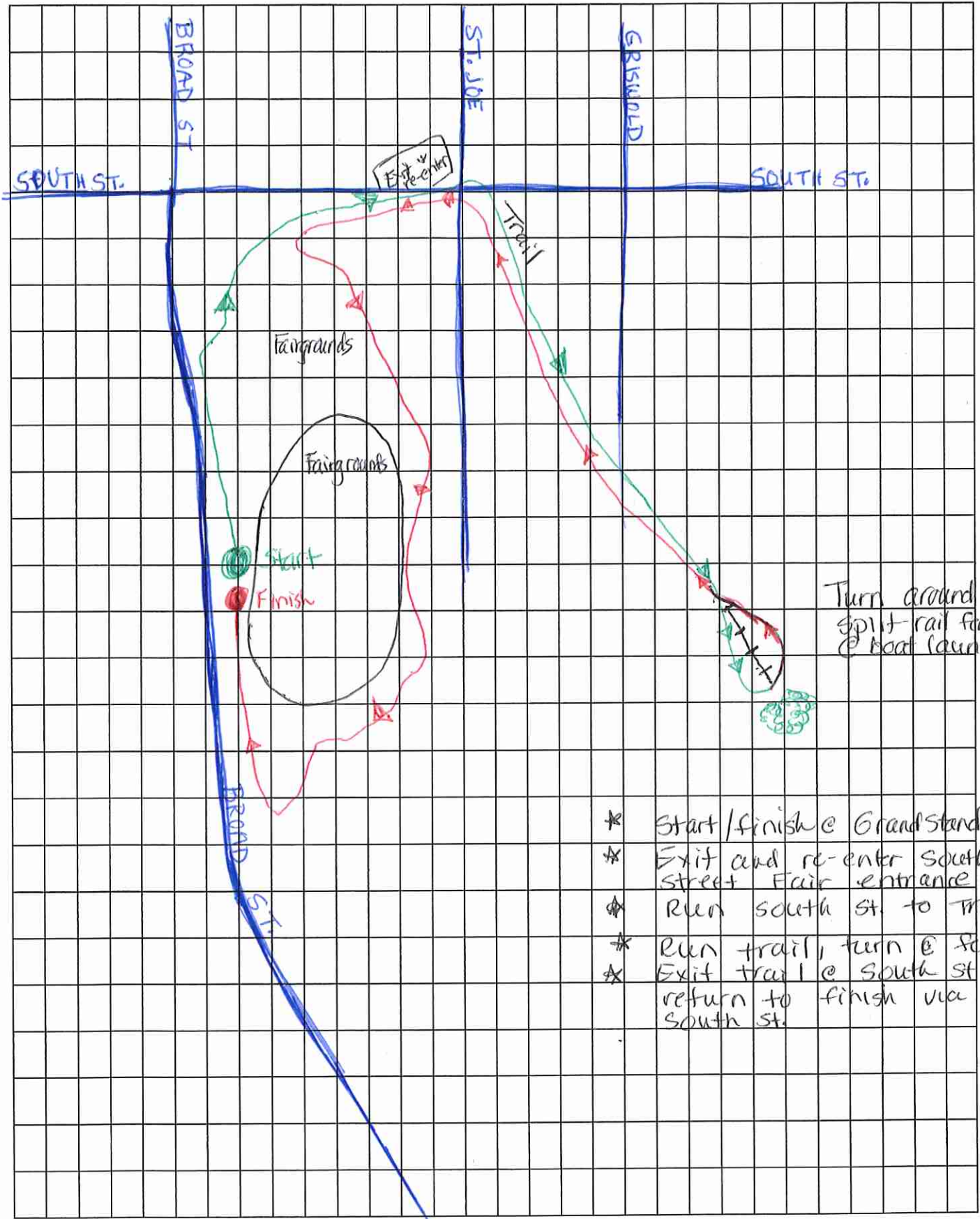
• Cones



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 city, county, state and sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the State/County/Cities/Townships/Villages shall not be liable for any dam; all claims, and agrees to defend, indemnify, and hold harmless the State/County/Cities/Townships/Villages from any and all claims brought by the User, its employees or agents, or third parties with access or use of data provided. Map Created: 8/20/2019

Map is location reference only. Applicant shall place all & maintain all traffic control in full compliance as noted.

PROJECT PLAN (Attach additional sheets, as necessary)

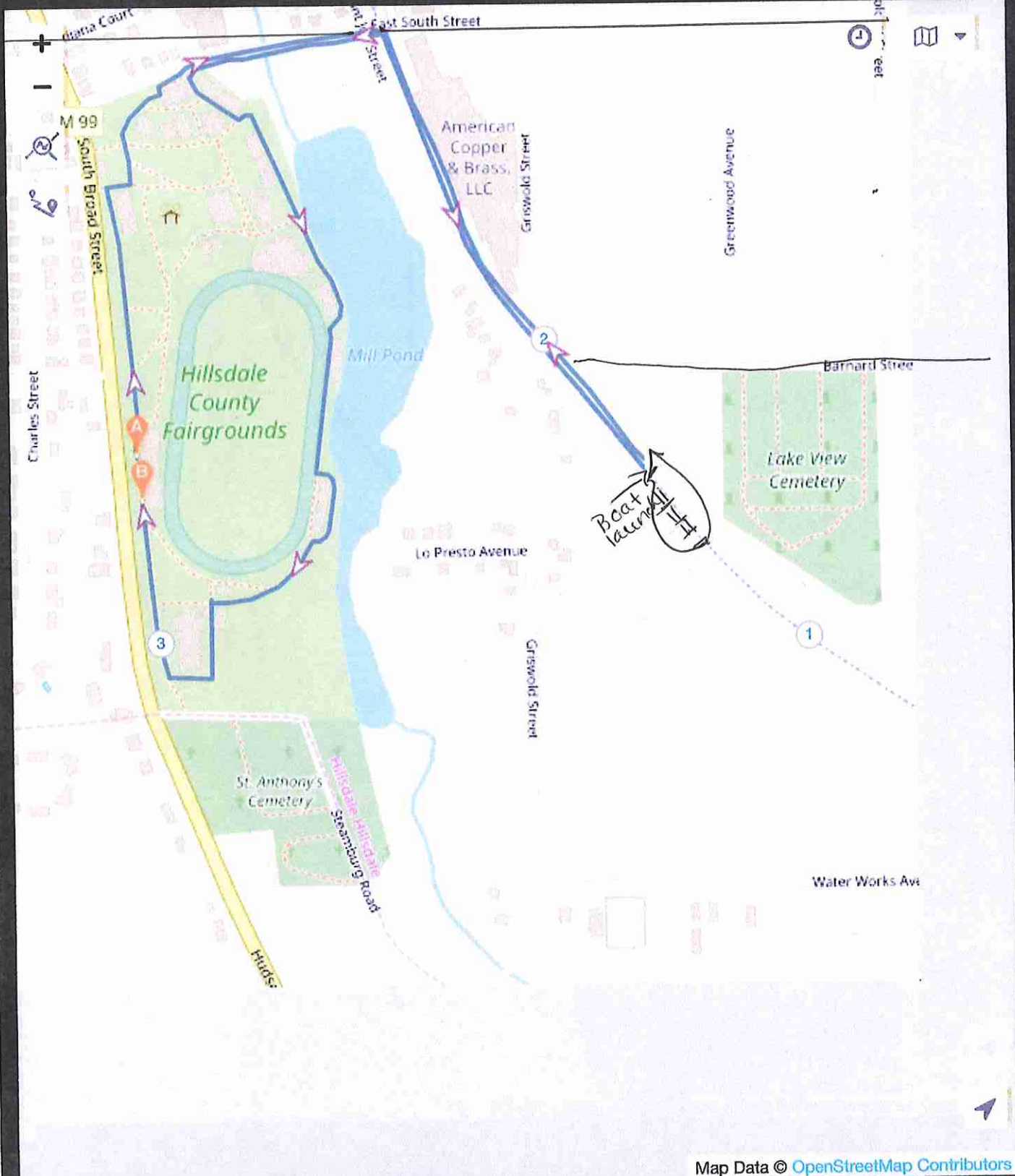


- \* Start/finish @ Grandstand
- \* Exit and re-enter South street Fair entrance
- \* Run south st. to trail
- \* Run trail, turn @ fence
- \* Exit trail @ South st and return to finish via South st.

Ad closed by Google

Hillsdale Fall 2019 5K BBT

DISPLAY MENU



Map Data © OpenStreetMap Contributors

0.000 / 3.100 km miles

plotaroute

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED Special Olympics, Inc. 1133 19th Street NW Washington, DC 20036	
POLICY NUMBER PHPK1921784		EFFECTIVE DATE: 12/31/2018	
CARRIER Philadelphia Indemnity Insurance Company	NAIC CODE 18058		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001701837

- The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.
- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, \$100,000 limit subject to a \$2,500 deductible per loss, excluding watercraft, aircraft, and autos.
- Coverage applies to SPECIAL OLYMPICS MICHIGAN, A29 5K RUN/WALK on October 06, 2019.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Insurance Company		18058
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**INSURED**  
 Special Olympics, Inc.  
 1133 19th Street NW  
 Washington DC 20036

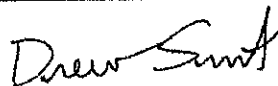
**COVERAGES**      **CERTIFICATE NUMBER:** 1001701036      **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER			PHPK1921784	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1921784	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NON-OWNED/HIRED AUTO \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 - Coverage applies to the following: SPECIAL OLYMPICS MICHIGAN, CENTRAL MICHIGAN UNIVERSITY, MOUNT PLEASANT, MI 48859.

- Named Insured (cont'd): All Special Olympics Accredited U.S. Programs

<b>CERTIFICATE HOLDER</b> Hillsdale County Fairgrounds  115 S. Broad Street  Hillsdale MI 49242	<b>CANCELLATION</b> 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 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> American Specialty Insurance & Risk Services, Inc.		<b>NAMED INSURED</b> Special Olympics, Inc. 1133 19th Street NW Washington, DC 20036	
<b>POLICY NUMBER</b> PHPK1921784		<b>EFFECTIVE DATE:</b> 12/31/2018	
<b>CARRIER</b> Philadelphia Indemnity Insurance Company	<b>NAIC CODE</b> 18058		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001701036**

- The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.
- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, \$100,000 limit subject to a \$2,500 deductible per loss, excluding watercraft, aircraft, and autos.
- Coverage applies to SPECIAL OLYMPICS MICHIGAN, 5K RUN/WALK on October 06, 2019.



**CITY OF HILLSDALE**

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

**WWW.CITYOFHILLSDALE.ORG**

Receipt: 36763 08/12/19

Cashier: yvonne

The sum of: **10.00**

Received Of: **RYAN, TAMMY**  
**SPECIAL OLYMPICS AREA 29**  
**13700 E. DIANE DR.**  
**CAMDEN MI 49232**  
ROW PERMIT

<u>Receipt Code:</u>	<u>Description:</u>	<u>Distribution:</u>	
PT	ROW PERMIT	101-000.000-477.000	<b>10.00</b>
			<b>Total</b> <u>10.00</u>

**TENDERED: Cash**

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

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: September 3, 2019**

**Agenda Item: Consent**

**SUBJECT: Hillsdale College Street Use Agreement – Gala, Dedication, and Fireworks**

**BACKGROUND: Michelle Loren, Recreation Director**

Hillsdale College has submitted a Right of Way permit requesting street closures in and around the Hillsdale College Campus for the purpose of holding its 2019 Gala and Chapel Dedication and a fireworks display. The closure of Galloway Drive between Hillsdale Street and N. West Street will take place beginning at 8:00 a.m. October 2, 2019 and will end at 11:00 p.m. on October 3, 2019 and the closure of Barber Drive between Union St., and the St. Joe River/Pond Bridge will take place October 2, 2019 beginning at 9:00 p.m. and ending at 11:00 p.m. (open to local traffic). Closures are pursuant to TCO Nos. 2019-46 and 2019-47.

Use of City barricades and signs are part of this request for the Barber Drive closure. The College will rent the necessary TTC devices through Spartan Barricades for the Galloway Street closure.

The agreement has been reviewed and approved by legal counsel.

I recommend Council authorize signatures by the Mayor and Clerk on the Street Closure Agreement.



**STREET USE AGREEMENT**  
**Hillsdale College**  
**2019 Gala, Chapel Dedication Ceremony, and Fireworks Display**

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

**Preamble**

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

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

Hillsdale College desires to hold an event requiring the closure of Galloway Dr. between Hillsdale Street and N. West Street for the purpose of a College Gala and Dedication Ceremony on Wednesday, October 2, 2019 and Thursday, October 3, 2019, and the closure of Barber Drive between Union St. and the St. Joe River/Pond Bridge (open to local traffic only) for the purpose of a fireworks display on Wednesday, October 2, 2019. Thursday, October 3, 2019 has been chosen as an alternate date in the case of unfavorable weather.

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

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

**Agreement**

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets during specified periods on October 2, 2019, and October 3, 2019, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. The closure of Galloway Dr. between Hillsdale Street and N. West Street beginning at 8:00 a.m. on Wednesday, October 2, 2019 and ending at 11:00

p.m. on Thursday, October 3, 2019, for the purpose of holding the Gala and Chapel Dedication Ceremony.

The closure of Barber Drive between Union St. and the St. Joe River/Pond Bridge (open to local traffic only) beginning at 9:00 p.m. and ending at 11:00 p.m. on October 2, 2019, for the purpose of holding a fireworks display. Thursday, October 3, 2019 has been chosen as an alternate date in the case of unfavorable weather. If necessary, the above closure will apply.

2. Hillsdale further agrees that it shall temporarily close Galloway Dr. between Hillsdale Street and N. West Street to vehicular traffic on October 2, 2019, by Traffic Control Order No. 2019-46 passed by City Council on August 18, 2019; close Barber Drive between Union St. and the St. Joe River/Pond Bridge (open to local traffic only) by Traffic Control Order 2019-47 passed by City Council on August 18, 2019 between the hours set forth for each area in subparagraphs a and b of paragraph 1 of this agreement.

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

4. Hillsdale College agrees that immediately following the end of the events and at its sole expense, it shall promptly remove or cause the removal of all equipment, barricades, signs, and other items pertaining to the closures and properly store such items in Hillsdale College's parking lot until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Services' facility on Waterworks Drive no later than 12:00 p.m. on Friday, October 4, 2019. Hillsdale College shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades that Hillsdale's Police Department has placed to block the described portions of Galloway Drive and Hillsdale Street from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

5. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from Galloway Drive and Barber Drive closures, and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Friday, October 4, 2019.

6. Hillsdale College agrees to abide by all applicable statutes, ordinances, rules, and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portions of Galloway Drive and Barber Drive.

7. Hillsdale College agrees that it shall not permit any street other than the described portions of Galloway Drive and Barber Drive to be blocked or obstructed. Further, Hillsdale College agrees to and shall confine its proposed event activities solely to Galloway Drive between Hillsdale Street and N. West Street and Barber Drive between Union St. and the St. Joe/Pond Bridge.

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

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

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

11. Hillsdale College shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale College's presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

12. Hillsdale College shall carry and provide all workers' compensation insurance coverage at its sole expense for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any activities under this contract.

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

14. Hillsdale College further agrees to and shall defend, indemnify, and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees, and related expenses, as a result of actual or claimed personal injury, including death, property damage, or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

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

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

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

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

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

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

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

17. All notices from Hillsdale College to Hillsdale shall be in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: David Mackie, Hillsdale City Manager, 97 N. Broad Street, Hillsdale, Michigan 49242.

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

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

**CITY OF HILLSDALE**

**HILLSDALE COLLEGE**

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

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

Dated: September \_\_\_\_, 2019

Dated: September \_\_\_\_, 2019

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

Dated: September \_\_\_\_, 2019

DPS Mail box 8/14/19

Received by Chief Hpehner  
Date 08/07/19  
Amount Rec'  
Check #



Permit # 3607

CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the  
Permit on-site

Hillsdale College 08/13/19

Applicant's Name		Date	Contractor's Name		Date
33 E. College St.					
Mailing Address			Mailing Address		
Hillsdale	MI	49242	Hillsdale	MI	49242
City	State	Zip Code	City	State	Zip Code
517.607.2454			517.607.2454		
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE:

Request permission to close Barber Drive between Union St. and St. Joe River/Pond Bridge on Wednesday, October 2, 2019 from 9:00 pm to 11:00 pm. An alternate date of Thursday, October 3, 2019 has been chose in case of unfavorable weather.

LOCATION: (Drawing to be provided)

See attached.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Hillsdale College Security personnel will man the barricades. Open to local traffic.

TIME PERIOD:

COMMENCING DATE: 10/02/2019

TIME: 9:00pm ENDING DATE: 10/02/19

TIME: 11:00pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

- Certificate of Insurance on file ✓
- Performance Bond \$ \_\_\_\_\_
- Construction Plan
- Subcontractor's Names
- Other user Agreement.

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

**Staff Use Only**

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Recommendation for Issuance

Approved  Denied

Director Comments:

Jason Blake 8/23/19  
Director Department of Public Services

Applicant shall contact DPS office to arrange pickup of barricades for October 2, 2019 event.  
Applicant and/or it's representatives shall set out, pick up and return all TTC to DPS office. TTC shall be placed and maintained in accordance with MUTCD for full duration of event.

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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

\_\_\_\_\_  
Chief of Police

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

Fee Received \$ 10 \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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

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

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

**Staff Use Only**

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Recommendation for Issuance

Approved  Denied

Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

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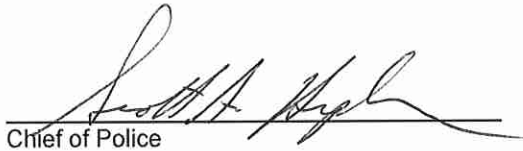
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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

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

Fee Received \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk

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

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

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



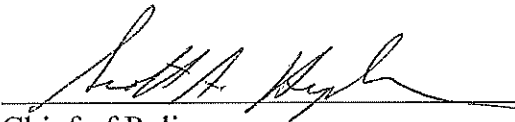
**TRAFFIC CONTROL ORDER**  
**2019-47**

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.

**Barber Dr. between Union St. and St. Joe River/Pond Bridge will be open to local traffic only from 9:00 pm to 11:00 pm on Wednesday, October 2, 2019 for Hillsdale College...fireworks display.**

**Note:** An alternate date of Thursday, October 3, 2019 has been chosen in case of unfavorable weather. Hillsdale College Security Personnel will man barricades.

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

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
08/13/19  
Date

Received for filing in the office of the City Clerk at 10:00 a.m. on the 13 day of August, 2019.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
08/13/19  
Date

**RESOLUTION #** \_\_\_\_\_

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

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk

College

5  
 4  
 3  
 2  
 1  
 10  
 9  
 8

MOCK DR

1761

1762

1763

1764

1765

1766



Cades

1767

1768

1769

BARBER DR

1770

1771

1772

1773

MOCK DR

#	Key	Amount
1)	Road Closed Ahead IIII	4
2)	Class III Hi Vis BARRIcade w/ Closed thru traffic III	3
3)	Class I BARRIcades I	4
4)	Detour Ahead IIII	4
5)	Straight Detour Arrow IIII	4
6)	Left Detour Arrow II	2
7)	Right Detour Arrow IIII	6
8)	Watch for Pedestrians	
9)	End Detour II	2
10)		

Hillsdale College  
 TCO #2019-47



August 2, 2019

Chief Scott A. Hephner  
Hillsdale City Police Department  
Hillsdale City Hall  
Hillsdale, MI 49242

Dear Chief Hephner:

On behalf of Hillsdale College, we request permission to hold a fireworks display on Wednesday, October 2, 2019 at 10:00 p.m. The fireworks display will last approximately ten minutes. An alternate date of Thursday, October 3, 2019 has been chosen in case of unfavorable weather.

Night Magic Display, a well-respected pyrotechnic company, will execute the display. Enclosed is a copy of Night Magic Display's insurance policy, etc.

We request the presence of the Hillsdale City Fire Department during the event as a safety precaution.

We also request permission to close Barber Drive between Union Street and St. Joe River/Pond Bridge. Hillsdale College Security personnel will man the barricades and enforce any further safety precautions.

Thank you for your attention to this matter.

Sincerely,

William K. Whorley  
Director of Security

WKW/cmw



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2019

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 have ADDITIONAL INSURED provisions or 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 Vested Risk Strategies, Inc. P.O. Box 265  Hillsdale MI 49242	CONTACT NAME: Rebecca Ferguson
	PHONE (A/C, No, Ext): (517) 439-1501      FAX (A/C, No): (517) 439-4254 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Union Fire Insurance	NAIC # 19445
INSURER B: United Educators Insurance	10020
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED (517) 607-2239  
 Hillsdale College  
 33 E College St  
 Hillsdale MI 49242-1205

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 1711

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U75-85D	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5425499	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			U75-85D	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC43172198 / WC43172	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Gala - 9/30/19 - 10/4/19.

**CERTIFICATE HOLDER**

City of Hillsdale  
 97 N. Broad Street  
 Hillsdale MI 49242

**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2019

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 1199743767

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8GL01460-191	2/4/2019	2/4/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00186-191	2/4/2019	2/4/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EXC6034145	2/4/2019	2/4/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D E E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC536S714654 WC534S524913 WC523S311836	2/4/2019 2/4/2019 2/4/2019	2/4/2020 2/4/2020 2/4/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Hillsdale College and its' Board of Trustees and the City of Hillsdale are named as additional insureds with respect to the October 2, 2019 fireworks display on October 2, 2019 (rain date October 3, 2019) at Hillsdale College.

**CERTIFICATE HOLDER****CANCELLATION**

HILLSDALE COLLEGE 33 E. COLLEGE STREET HISSDALE MI 49242 USA	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 
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2019

**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: 2011 PA 256	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, disability, or other factors. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
Compliance: Required	
Penalty: Permit will not be issued.	

*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.*

<b>Public Display</b>		
ISSUED TO: Mike Gardner	AGE (18 or over): 39	
ADDRESS: 155 McKinley Street, Valparaiso, IN 46383		
NAME OF ORGANIZATION (GROUP, FIRM OR CORPORATION): NIGHT MAGIC DISPLAYS		
ADDRESS: 3999 HUPP RD, LA PORTE IN 46350		
NUMBER AND TYPES OF FIREWORKS: 363 pcs 3 to 6 inch display shells		
EXACT LOCATION OF DISPLAY OR USE: Hillsdale College Soccer Practice Field on Barber Drive		
CITY/VILLAGE/TOWNSHIP: Hillsdale, MI	DATE: October 2, 2019	TIME: 10:00 PM
BOND OR INSURANCE FILED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		AMOUNT: \$10,000,000.00

Issued by action of the Legislative Body of a

city       village       township of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 (Signature and Title of Legislative Body Representative)

**\*FORM IS VALID FOR YEAR SHOWN ONLY\***

2019 Application for Fireworks Other Than Consumer or Low Impact

FORM BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT EXPIRES

1/1/30

2011 PA 256

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 status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the American 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 Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT <b>NIGHT MAGIC DISPLAYS</b>		ADDRESS OF APPLICANT <b>3999 HUPP RD, LA PORTE IN 46350</b>	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO AGE
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>RICHARD WILSON</b>		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>PO BOX 778, NEW CARLISLE IN 46552</b>	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY, ATTORNEY OR MICHIGAN RESIDENT AGENT) <b>ROGER BONNEY</b>		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) <b>212 FIRST ST., OLIVET MI 49076</b>	TELEPHONE NUMBER <b>517.812.5044</b>
NAME OF PYROTECHNIC OPERATOR <b>Mike Gardner</b>		ADDRESS OF PYROTECHNIC OPERATOR <b>155 McKinley Street Valparaiso, IN 46383</b>	AGE OF PYROTECHNIC OPERATOR 18 YEARS OF AGE OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO AGE <b>39</b>
NO. YEARS EXPERIENCE <b>16</b>	NO. DISPLAYS <b>500</b>	WHERE <b>Chicago, Lansing, Holland, etc.</b>	
NAME OF ASSISTANT		ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO AGE
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO AGE
EXACT LOCATION OF PROPOSED DISPLAY <b>Hillsdale College Soccer Practice Field on Barber Drive, Hillsdale</b>			CITY, VILLAGE, TOWNSHIP
DATE OF PROPOSED DISPLAY <b>10/2/2019</b>	RAIN DATE <b>10/3/19</b>	TIME OF PROPOSED DISPLAY <b>10:00 PM</b>	
MANNER AND PLACE OF STORAGE SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT. <b>NO STORAGE REQUIRED</b>			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOV.) <b>\$10,000,000.00</b>		NAME OF BONDING CORPORATION OR INSURANCE COMPANY <b>BRITTON GALLAGHER</b>	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY <b>1375 East 9th Street 30th Floor Cleveland, OH 44114</b>			
NUMBER OF FIREWORKS <b>363</b>	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) <b>3 to 6 inch display shells</b>		
SIGNATURE OF APPLICANT <b>Richard B Wilson</b>		DATE <b>6/5/19</b>	

Other Night Magic Personnel may act as operators and assistants throughout the season  
 Night Magic Displays  
 3999 E. Hupp Rd. Building R-1  
 La Porte, IN 46340

COMMENTS



**CITY OF HILLSDALE**

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

**SECTION 1 – AUTHORITY**

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

**SECTION 2 – APPLICATION PROCEDURES**

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

**SECTION 3 – REQUEST TO COMMENCE WORK**

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

**SECTION 4 – STREET CLOSINGS AND STREET OCCUPANCIES**

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

## **SECTION 5 – STREET OPENINGS AND RIGHT-OF-WAY CONSTRUCTION**

- A. It shall be the responsibility of the applicant to contact "Miss Dig" prior to commencing any construction activities within the right-of-way so that all public utilities and other facilities can be located.
- B. It shall be the responsibility of the applicant to provide all necessary warning signs, barricades, flagmen and the like in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) Part 6 to insure that the public is safe from injury or damage to vehicles as a result of the construction activities.
- C. The applicant, upon completion of any construction, shall restore the right-of-way areas to a condition which is as good as or better than the condition which existed prior to the commencement of construction activities.
- D. The applicant shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other street installation such as sewers, culverts, etc. the applicant shall assume the full responsibility for this protection and shall not proceed with construction or excavation activities prior to receiving the approval of the Department of Public Services for the methods to be used. The applicant shall dispose of all surplus or unsuitable material outside of the limits of the streets.
- E. All trenches, holes and pits shall be filled with gravel, placed in successive layers not more than nine inches in depth, loose measure, and each layer shall be thoroughly compacted by mechanical tamping. Restoration shall be such that it will provide a condition equal to or better than the original condition.
- F. Street openings will be properly maintained by the applicant until the street surface is replaced.
- G. Bituminous surfaces must be replaced with bituminous materials compacted at a minimum of two lifts. Concrete surfaces must be replaced with concrete materials flush with the existing surface and properly finished.
- H. Materials used in construction, backfilling and repair operations shall comply with the State of Michigan, Department of Transportation specifications. These include the following:
  - 1. Aggregate types for backfilling.....22A and 23
  - 2. Asphalt type for replacement of street surface.....20AA
  - 3. Concrete type for replacement of concrete surface....Type 35P
- I. All vegetative areas shall be restored using top soil which is free of weeds and shall be seeded and protected from erosion.
- J. Street openings shall be made in such manner and with such tools as to produce straight edges. All such openings shall be rectangular in shape unless conditions warrant an irregular shape.

## **SECTION 6 – SIDEWALK CONSTRUCTION, REPAIR, AND REPLACEMENT**

- A. All sidewalk work shall consist of constructing the sidewalk in a single course on a prepared subgrade.
- B. All sidewalks shall project one inch above finished grade and shall slope one quarter inch per foot toward the drainage side. Sidewalks shall be four inches thick except at driveway crossings which shall be six inches thick. Sidewalks shall be a minimum of five feet wide and a maximum of six feet wide. All walks shall meet the requirements of the Americans with Disabilities Act (ADA).
- C. All unstable subgrade material shall be removed and replaced with a minimum of four inches granular material or sand, compacted.
- D. Forms shall be clean and straight, composed of wood or metal. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete. If the line of the sidewalk conflicts with trees adjacent to the sidewalk, the applicant shall notify the City Forester and Director prior to proceeding with the installation of forms.
- E. The base shall be thoroughly wetted and the concrete deposited thereon to the proper depth. It shall be spaded along the forms compressed and struck-off flush with the top of the forms. The surface shall be floated, edges and joints properly tooled, and finished with a brush to provide a non-slip surface.
- F. The applicant shall insure the use of appropriate materials which shall comply with the following specification:
- G. Expansion joints shall be placed every fifty feet or more often if required to prevent cracking of the sidewalk. Grooved joints a minim of on-half inch in depth shall be placed every five feet.
- H. Sidewalks and sidewalk ramps shall be constructed in accordance with the standard specifications of the Michigan Department of Transportation (MDOT).
- I. Driveway approaches shall be a minimum of ten feet in width and shall be constructed of concrete a minimum of six inches thick. Expansion joints shall be placed where the approach meets a sidewalk or street. Approaches shall be constructed in accordance with standards provided in Section 6E.

## **SECTION 7 – INSPECTIONS**

- A. It shall be the responsibility of the applicant to contact the Department of Public Services at such times as inspections are required pursuant to these rules and regulations and in accordance with sound construction practices.
- B. At a minimum inspections shall be required at the following times"
  - 1. Sidewalks
    - a) After installing forms and prior to pouring concrete.
    - b) Upon completion of work and restoration of the area.
  - 2. Street Openings
    - a) Prior to commencing backfilling.

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

**SECTION 8 – TREES**

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

**SECTION 9 – INSURANCE AND BONDS**

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

**SECTION 10 – FEES**

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

Application fee.....	\$10.00
Annual Blanket Permit.....	\$150.00
Sidewalk under 25 square feet.....	\$25.00
Sidewalk over 25 square feet (includes Terrace Preparation).....	\$75.00
Driveway Approach Permit.....	\$50.00
Street Opening.....	\$100.00
Terrace Preparation.....	\$25.00
Storm Sewer Connection fee.....	\$150.00
Curb Cut/Repair/Extension.....	\$50.00

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

DPS Mailbox 8/14/19 *EF*

Received by Chief Hepner  
Date 08/14/19  
Amount Rec' \_\_\_\_\_  
Check # \_\_\_\_\_



Permit # 3608

**CITY OF HILLSDALE**

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

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

**TYPE:**

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

Post a copy of the  
Permit on-site

Hillsdale College			8/1/19		
Applicant's Name			Date		
33 E. College Street			Contractor's Name		
Mailing Address			Date		
Hillsdale, MI 49242			Mailing Address		
City	State	Zip Code	City	State	Zip Code
517-607-2454					
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE: Request permission to close E. Galloway Drive from Hillsdale Street to N. West Street on Oct. 2, 2019 starting at 8:00 a.m. through Oct. 3, 2019 at 11:00 p.m.

LOCATION: (Drawing to be provided)  
See attached.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

**TIME PERIOD:**

COMMENCING DATE: 10/2/19      TIME: 8:00 a      ENDING DATE: 10/3/19      TIME: 11:00 p

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

- Certificate of Insurance *Included*
- Performance Bond \$ \_\_\_\_\_
- Construction Plan
- Subcontractor's Names
- Other *User agreement.*

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

**Staff Use Only**

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Recommendation for Issuance

Approved  Denied

Director Comments:

Jayon Blake 8/23/19  
Director, Department of Public Services

City loaned barricades and other TTC devices will not be unavailable for scheduled event of October 2, 2019 thru October 3, 2019 due to Hillsdale College same day scheduled event on Barber Dr. (TCO # 2019-47). Applicant shall contact Spartan Barricades, Give em a Brake, etc. for TTC rental for day(s) of event. TTC devices shall comply with current MUTCD. TTC shall be maintained for full duration of event and promptly removed after closing of closing of event.

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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

\_\_\_\_\_  
Chief of Police

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

Fee Received \$ 10 Pd CK#0116088

  
City Clerk

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

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

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

**Staff Use Only**

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Recommendation for Issuance

Approved  Denied

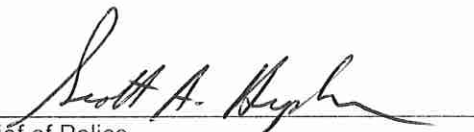
Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

  
\_\_\_\_\_  
Chief of Police

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

Fee Received \$ 10.00 pd ck #0116088  
attached

\_\_\_\_\_  
City Clerk

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

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

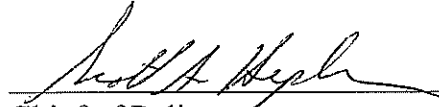
**INSPECTIONS MUST BE SCHEDULED  
MINIMUM 2 HOURS PRIOR TO  
COMMENCEMENT OF WORK.**

**TRAFFIC CONTROL ORDER**  
**2019-46**

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.

**E. Galloway Drive between N. West and Hillsdale St. will be closed to all traffic from 8:00 am on Wednesday, October 2, 2019 to 11:00 pm on Thursday, October 3, 2019 for Hillsdale College Gala and dedication of Christ Chapel.**

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

  
\_\_\_\_\_  
Chief of Police

08/13/19  
\_\_\_\_\_  
Date

Received for filing in the office of the City Clerk at 9:00 a.m. on the 13 day of August, 2019.

\_\_\_\_\_  
City Clerk

08/13/19  
\_\_\_\_\_  
Date

**RESOLUTION #** \_\_\_\_\_

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

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk

Hillsdale College Gala + Dedication of Christ Chapel



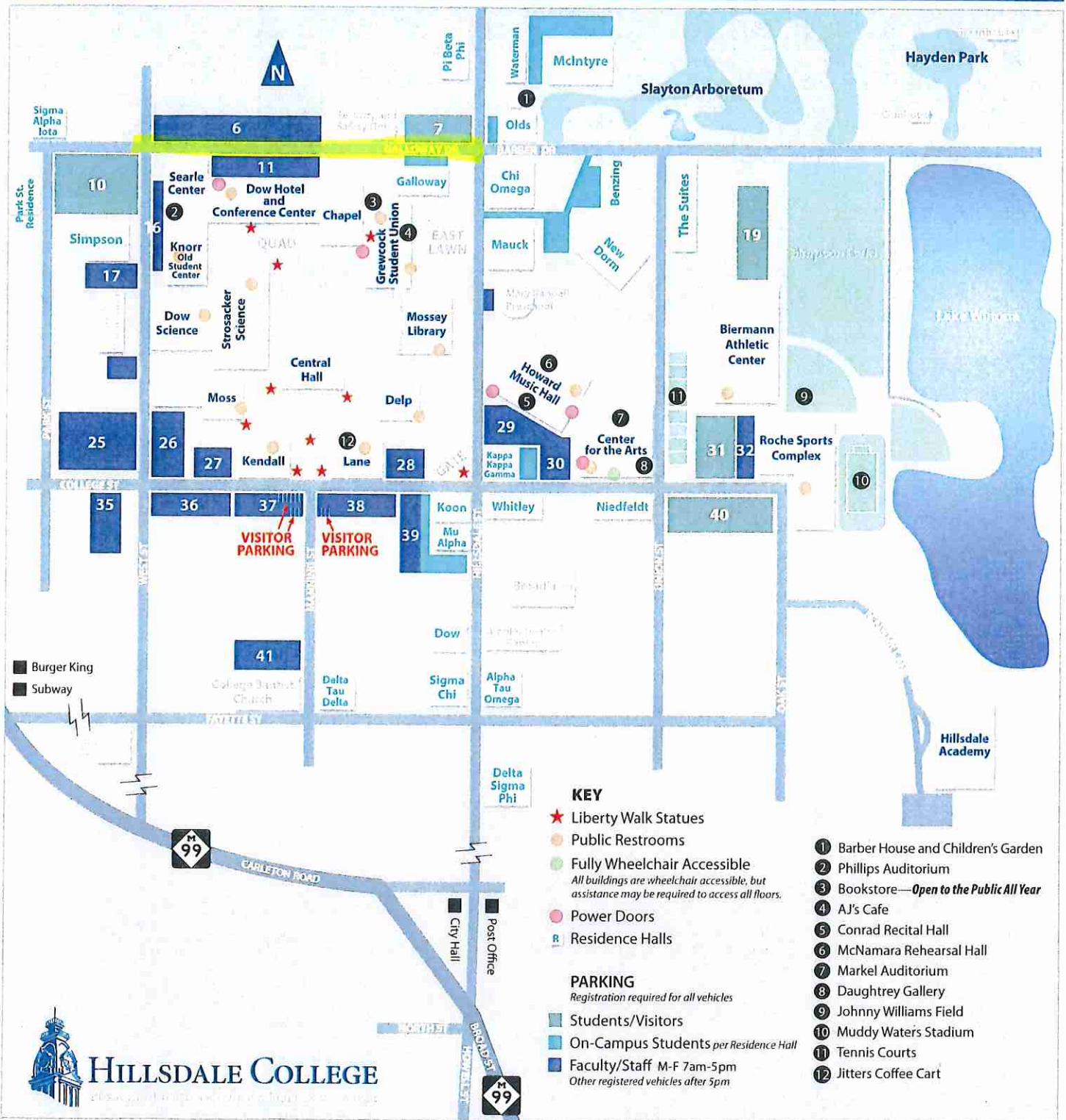
- Municipal Boundaries
- PLS - Sections
- Bike Paths
- Railroad
- Streets
- Major Arterial
- Minor Arterial
- Roads
- Lakes
- Rivers and Creeks

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 city, county, state and sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the State/County/Cities/Townships/Villages shall not be liable for any damages, claims, and agrees to defend, indemnify, and hold harmless the State/County/Cities/Townships/Villages from any and all claims brought by the User, its employees or agents, or third parties with access or use of data provided. Map Created: 4/22/2019



- 1 Road Closed Ahead (W20-3) - 3
- 2 Detour Ahead (W20-2) - 2
- 3 M4-9 St Detour Arrow - 2
- 4 M4-9 Rt Detour Arrow - 2
- 5 M4-9 Lt Detour Arrow - 2
- 6 Detour Ends (M4-8a) - 2
- 7 Road Closed (R11-2) - 3
- 8 Road Closed To Thru Traffic (R11-4)
- 9 M4-10 Rt Detour large - 1
- 10 M4-10 Lt Detour large - 1
- 11 D3-1
- 12 High Intensity Type III Barricade - 6
- 13 "Hip" Sawhorse Type I Barricade - 6

# HILLSDALE COLLEGE CAMPUS MAP AND PARKING



## CAMPUS INFORMATION

Information/Switchboard... (517) 437-7341

Security... (517) 607-2535  
FOR EMERGENCIES, DIAL 911

After Hours Visitor Desk/  
Dow Center & Hotel... (517) 437-3311

[hillsdale.edu](http://hillsdale.edu)

## REGISTRATION REQUIRED FOR ALL VEHICLES

- 6 Dow Hotel Guests, Faculty/Staff
- 7 Students/Visitors
- 10 Students/Visitors
- 11 Dow Hotel Guests, Faculty/Staff
- 16 Faculty/Staff M-F 7am-5pm
- 17 Simpson Residents
- 19 Students/Visitors

- 25 Faculty/Staff M-F 7am-5pm
- 26 Faculty/Staff M-F 7am-5pm
- 27 Faculty/Staff M-F 7am-5pm
- 28 Faculty/Staff M-F 7am-5pm
- 29 Faculty/Staff M-F 7am-5pm
- 30 Faculty/Staff M-F 7am-5pm
- 31 Students/Visitors
- 32 Athletic Dept. Faculty/Staff
- 35 Townhome Residents Only

- 36 Faculty/Staff M-F 7am-5pm
- 37 Faculty/Staff M-F 7am-5pm
- 38 Faculty/Staff M-F 7am-5pm
- 39 Faculty/Staff M-F 7am-5pm
- 40 Students/Visitors
- 41 Off Campus Students  
M-F 6am-11pm (and when not in use by the church)



August 2, 2019

Chief Scott A. Hephner  
Hillsdale City Police Department  
Hillsdale City Hall  
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College requests permission to close E. Galloway Drive from Hillsdale Street to N. West Street on October 2<sup>nd</sup> starting at 8:00 a.m. through October 3<sup>rd</sup> at 11:00 p.m. There will be a lot of foot traffic due to the Hillsdale College Gala and dedication of Christ Chapel.

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

Sincerely,

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

WKW/cmh



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Vested Risk Strategies, Inc. P.O. Box 265  Hillsdale MI 49242	<b>CONTACT NAME:</b> Rebecca Ferguson <b>PHONE (A/C, No, Ext):</b> (517) 439-1501 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (517) 439-4254
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hillsdale College  33 E College St  Hillsdale MI 49242-1205	<b>INSURER A:</b> National Union Fire Insurance	
	<b>INSURER B:</b> United Educators Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

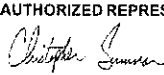
**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 1711      **REVISION NUMBER:**

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

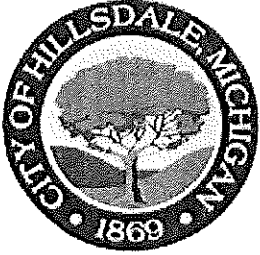
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			U75-85D	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5425499	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			U75-85D	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC43172198 / WC43172	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Hillsdale  97 N. Broad  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 
--	--

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**CITY OF HILLSDALE**

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

**WWW.CITYOFHILLSDALE.ORG**

Receipt: 37266 08/26/19

Cashier: KATY

The sum of: 10.00

Received Of: HILLSDALE COLLEGE

ROW PERMIT 3608  
STREET CLOSURE E. GALLOWAY DR.  
FROM HILLSDALE ST. TO N. WEST ST.

Receipt Code:

Description:

Distribution:

PT

ROW PERMIT 3608 APP FEE

101-000.000-477.000

10.00

Total 10.00

TENDERED:

CHECK

0116088

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

**CITY OF HILLSDALE**

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

**SECTION 1 – AUTHORITY**

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

**SECTION 2 – APPLICATION PROCEDURES**

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

**SECTION 3 – REQUEST TO COMMENCE WORK**

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

**SECTION 4 – STREET CLOSINGS AND STREET OCCUPANCIES**

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

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

**SECTION 8 – TREES**

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

**SECTION 9 – INSURANCE AND BONDS**

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

**SECTION 10 – FEES**

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

Application fee.....	\$10.00
Annual Blanket Permit.....	\$150.00
Sidewalk under 25 square feet.....	\$25.00
Sidewalk over 25 square feet (includes Terrace Preparation).....	\$75.00
Driveway Approach Permit.....	\$50.00
Street Opening.....	\$100.00
Terrace Preparation.....	\$25.00
Storm Sewer Connection fee.....	\$150.00
Curb Cut/Repair/Extension.....	\$50.00

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

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019  
**Agenda Item:** Consent Agenda  
**Subject:** Request for Noise Variance

**Background:**

Hillsdale College has requested a noise variance for their Student Activities Board Garden Party in the Arboretum. There will be a live band playing in the lower bowl from 9:00 p.m. till midnight on Saturday September 14, 2019.

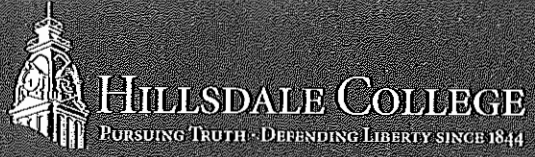
**Recommendation:**

I recommend approval of this request as this is an annual event that has not generated any complaints due to the location.

Scott A. Hephner

Chief of Police / Fire Chief





August 14, 2019

Chief Scott A. Hephner  
Hillsdale Police Department  
City Hall  
Hillsdale, MI 49242

Dear Chief Hephner:

Hillsdale College would like to request a noise variance for ~~Friday~~ <sup>Saturday</sup>, September 14<sup>th</sup> starting at 9:00 p.m. and ending at midnight for Student Activities Board Garden Party in the Arboretum (Barber Drive). There will be a live band in the lower bowl of the Arboretum.

Thank you for your assistance.

If you have any questions, please call me at 607-2454.

Respectfully submitted,

William K. Whorley  
Director of Security

WWK/cmh

***IT'S A NEW DAWN!***



**CELEBRATE THE 100<sup>TH</sup> BIRTHDAY OF  
HILLSDALE'S ICONIC THEATER AS  
THE RENOVATION BEGINS!**

**WEDNESDAY SEPT. 4<sup>TH</sup> AT 5:00 P.M.  
IN CITY HALL**

**LIGHT REFRESHMENTS WILL BE SERVED**



1929-2019

# *You're Invited*

To our 90th Year Celebration with speaker Jan Bills from  
"Two Woman and a Hoe."

## *September 12, 2019*

### *7:00 PM*

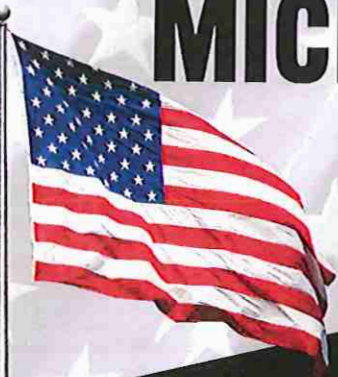
At the Markel Auditorium  
Sage Center for the Arts  
Hillsdale College

Michigan Garden Clubs INC.



*Hillsdale Garden Club, Inc.*  
facebook/hillsdalegardenclub.com

# MICHIGAN VIETNAM TRAVELING WALL



## THE VIETNAM TRAVELING MEMORIAL WALL

**AIR-FORCE | ARMY | COAST GUARD | MARINES | NAVY**

HONORING THE FALLEN VETERANS OF THE VIETNAM WAR  
AND ALL OTHER FALLEN MILITARY HEROES

**SUNDAY SEPTEMBER 22<sup>nd</sup>**

VIEWING 10:00 A.M. TO 10:00 P.M.

**MONDAY SEPTEMBER 23<sup>rd</sup> VETERANS DAY**

(PROVIDE IDENTIFICATION | ADMISSION IS FREE)

VIEWING 10:00 A.M. TO 10:00 P.M.

**TUESDAY, SEP 24<sup>th</sup> TO THURSDAY, SEP 26<sup>th</sup>**

VIEWING 10:00 A.M. TO 10:00 P.M.



HOSTED BY:  
THE HILLSDALE VETERAN AFFAIRS  
SPONSORED BY:  
THE HILLSDALE COUNTY FAIR BOARD  
FOR MORE INFORMATION CALL:  
Hillsdale Veteran Affairs (517) 437-3630





August 16, 2019

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

Re: Turner Classic Movies Moving to Sports Entertainment Package

Dear Mr. Mackie:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective October 10, 2019, Turner Classic Movies (TCM) will move to the Sports Entertainment Package and will no longer be included in its current service package(s). We are notifying impacted customers of these changes through a bill message.

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  
1401 E. Miller Rd.  
Lansing, MI 48911

Enclosure

**AUTOMATIC AID SERVICE AGREEMENT**  
**BETWEEN THE CITIES OF HILLSDALE AND JONESVILLE**

This agreement is made by and between the City of Hillsdale and the City of Jonesville for the automatic dispatch of each Fire Department to all structure fires.

**SECTION I**

**PURPOSE**

The purpose of this agreement is to ensure that each jurisdiction has a timely response with the necessary personnel and equipment to maintain the highest level of firefighting capabilities for our communities and service area.

**SECTION II**

**SERVICES**

The City of Hillsdale agrees to provide fire personnel and equipment automatically to all structure fires to the entire City of Jonesville along with their coverage area south of US-12. The City of Jonesville agrees to provide fire personnel and equipment automatically to all structure fires to the entire City of Hillsdale.

This agreement does not include Fire Alarms.

All current Mutual Aid Agreements currently in force between the City of Hillsdale and the City of Jonesville shall remain in effect and all reimbursements and other compensation in connection with services provided pursuant to this Agreement shall be pursuant to the terms set forth in said Mutual Aid Agreement.

**SECTION III**

**TERM**

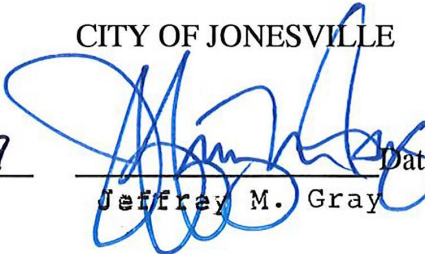
This agreement shall become effective on the date it is signed and will remain in effect until the parties agree to terminate same.

CITY OF HILLSDALE

 Date: 8-6-19

David E. Mackie  
City Manager

CITY OF JONESVILLE

 Date: 8/22/19

Jeffrey M. Gray  
City Manager

August 29, 2019

Letter to the Mayor and Council

Before Council is a proposal for a PILOT in reference to construction of two multi-unit apartment structures, the Wells on West St and the 'Senior' on Logan St. projects.. Much concern has been expressed over the financing of these structures and the type of tenants that will occupy them. Having attended the August 21 neighborhood meeting concerning the Wells project at the library, this is my takeaway from that meeting:

Consideration #1: It was noted that this project is NOT subsidized housing. The income requirements for its occupants are \$25,000 to almost \$50,000/year - middle class start-ups.

Consideration #2: Since that meeting, the Wells project has been downsized to accommodate some of the concerns of the neighbors. The structure has been reduced to three floors with wrap around porches at two ends, the number of apartments have been reduced from 50 to 40 with 22% lower rate of traffic generated, wider green space and fewer parking spaces.

Consideration #3: There were statements made by caring residents that they purchased their property to be in a single family neighborhood and this project would be unfit to meet their original goals. I empathize with their feelings and desires. But let's just do a little plain speaking and look at the here and now. Currently, there are four structures with substandard housing and one of those contained an exploded meth lab. There is no probability that the current property owners will rehab these buildings that they want to get out from under. Certainly, these structures do not add to the property values, safety and security of the neighborhood. These structures will just continue their deterioration as well as decreasing the property values of the surrounding area. In all likelihood, the same type of tenants will again occupy these structures. Will the current families with children in the area feel safe and secure with these types of tenants. Certainly not. Will these same families have a greater sense of safety and security if their neighbors in the proposed apartment structure are employed middle class individuals and families that share their same beliefs and morals. That would be a definite yes.

Consideration #4: is that the occupants of this project will bring almost \$2 million in income to the area. The downtown business district, which the city has struggled to improve and enhance, would benefit greatly in foot traffic flow and receivables/sales.

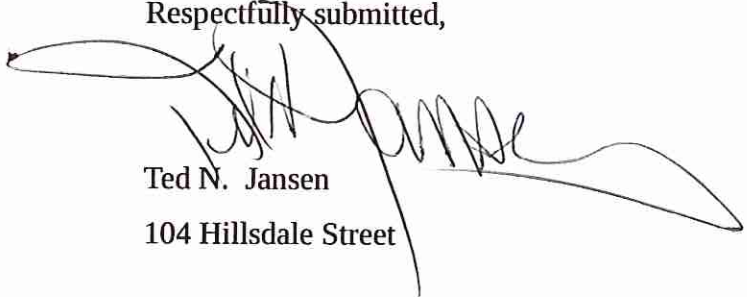
Consideration #5: \$40,000 in taxes per year versus the current less than \$4,000 in taxes generated by the four dilapidated buildings. Over a ten year span, that amounts to \$400,000 in taxes toward STREET REPAIRS.

Consideration #6: There is a substantial lack of quality middle class apartments in Hillsdale. The Council desires to bring new business and industry to Hillsdale yet what do we have to offer potential employers and employees – Cherry Tree, Beacon Hill, Hillsdale Gardens? This \$10 million project and the Seniors project puts out the aura that Hillsdale is a growing vibrant community. The flip side is that by declining to approve either project will send a message loud and clear to other potential developers - STEER CLEAR OF HILLSDALE – it has no future. The U.S Census Bureau statistics for the 2010 population was 8,289; for 2017 the population was 8,141 – an almost 2 per cent drop in population. This is even less than the 1990 population of 8,155!

Final Consideration: these two projects will provide 100 nice middle class apartments AND almost \$800,000 in taxes over a ten year period for the City. Also consider the taxation of 18 mills annually on \$20 million for the Hillsdale School District and the other millages for ISD, Senior Center, our Public Safety millage, Reading Ambulance, etc.

I firmly urge our Council to approve both of the PILOT's and continue our progress forward in creating prosperity and growth into the 21<sup>st</sup> century.

Respectfully submitted,



Ted N. Jansen

104 Hillsdale Street



# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019

**Agenda Item # :** Public Hearing

**SUBJECT:** Hillsdale Senior Apartments – Public Hearing and Payment In Lieu of Taxes (PILOT)

**BACKGROUND PROVIDED BY STAFF:** David Mackie, City Manager

### **BACKGROUND:**

Wallick Communities of New Albany, Ohio is proposing a 60 unit, age restricted (55 and older), rent controlled, senior apartment building at 60 Logan Street. The site currently is vacant land. The structure will be three stories tall, consisting of (54 – 1 bedroom and 6- 2 bedroom), two elevators and will be designed to complement the existing architectural fabric of our surrounding housing projects.

The project has been given final approval by the Planning Commission. The project would be a MSHDA funded project that requires a PILOT (Payment In Lieu Of Taxes) to be approved by City Council. The negotiated PILOT rate is 10%, which is consistent with other housing projects in the community.

Attached is a detailed description of the proposed project.

### **RECOMMENDATION:**

City staff recommends that City Council approve the attached proposed PILOT ordinance and its publication.

**Hillsdale Senior Apartments****60 Logan Street, Hillsdale, MI 49242**

According to a 2017 Economic and Demographic Outlook Report by the Institute of Labor, Employment, and the Economy at the University of Michigan, the Senior population, and more specifically the baby boomer generation, is disproportionately large for the state of Michigan. In fact, by 2045, almost 23% of Michigan's population will be over the age of 65. This follows a trend for the United States as a whole, but the growth seems to be more pronounced in Michigan due to a higher out migration. With the rise in the senior population comes a major challenge to address: where do these individuals and couples find a place to call home that can also provide them physical safety, financial comfort, and social interaction as they age out of their own houses? Though there is no straightforward answer, Wallick Communities is bringing forth a distinct development that strives to provide an affordable place for seniors to call home in the Hillsdale Community.

Located on a 5.17-acre site in close proximity to Downtown Hillsdale, Hillsdale Senior (Project name TBD) is a unique, affordable, and independent living community in a 3-story congregate building that serves individuals age 55 and older. This 60-unit community will consist of fifty-four (54) one-bedroom units and six (6) two-bedroom units. One-bedroom units will be approximately 684 square feet, and two-bedroom units will be 902 square feet, which are sized competitively. Hillsdale Senior will be located on a wooded lot in a mostly residential neighborhood with access to Central Hillsdale via a greenway and trail located on the southern portion of the property. As part of the site design, Hillsdale Senior will have a walkway connection that begins at the entrance of the building and connects residents safely to the greenway. Aside from this impressive location-based amenity, the building will have a laundry facility, elevator, fitness room, activity and community space, and a computer/business center. Individual units will include fully equipped kitchens, vinyl plank flooring, and central HVAC.

The project will utilize the Federal Housing Tax Credit Program, administered by the Michigan State Housing Development Authority (MSHDA). It is important to note that all residents will be responsible for their own rents, and no units will be subsidized. Rents will be geared toward individuals earning moderate incomes and will range from approximately \$300 to \$700 for a one-bedroom and \$300 to \$900 for a two-bedroom unit. In regards to projected timeline, if housing tax credits are awarded, construction is expected to commence in the Fall 2020 with a completion date set for Fall 2021. It is anticipated that the project will be fully stabilized in Spring 2022.

With over five decades of experience in the housing industry, Wallick Communities intends to be the long-term owner of this property. Wallick is not in the business of building and immediately selling its assets and intends to be a valuable member of the Hillsdale community. Through its related entities, Wallick Communities will be the manager of Hillsdale Senior as well as the general contractor throughout the construction process. This creates a centralized office for all work as it relates to this development.

Lastly, this \$10,000,000 development provides an opportunity for the City of Hillsdale to continue its upward trajectory. With an estimated 70 construction jobs created during the construction period, Hillsdale Senior will provide a boost to the local economy and continue the city's development momentum. Recently, there has been significant investment in the community from downtown façade improvement and adaptive reuses to the expansion of Hillsdale College. Hillsdale Senior begins another phase of growth for the city as it looks to begin enhancing and expanding its housing options for all citizens. Whether seniors are looking for a place to downsize or a more social place to call home, Hillsdale Senior provides the ideal setting and design to allow seniors to thrive.

THE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND CONCEPTS ARE THE PROPERTY OF RDL ARCHITECTS AND SHALL BE LOANED TO THE PROJECT OR SUBJECT MATTER OF THIS PROJECT OR PROJECT TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF THE ARCHITECT'S KNOWLEDGE OF ANY VARIATIONS FROM THE DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS SHOWN ON ANY OTHER DRAWINGS OR FROM SITE, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

**ISSUE**

- △ 8-02-19 Zoning Submittal
- △ 8-08-19 Zoning Submittal Rev. 1
- △ 8-12-19 Zoning Submittal Rev. 2
- △
- △
- △
- △
- △
- △
- △

**2019 ZONING SUBMITTAL**

**ELEVATIONS**

3/32" = 1'-0"

PROJECT #	19140
DRAWN BY	
CHECKED BY	RDL
FILE NAME	
PLOT DATE	August 12, 2019

COPYRIGHT © 2019 ALL RIGHTS RESERVED



**NORTH ELEVATION**  
 SCALE: 3/32" = 1'-0"



**WEST ELEVATION (LOGAN STREET)**  
 SCALE: 3/32" = 1'-0"





## The Landings at Maysville High School

- Maysville, KY
- 29-units
- 9% LIHTC KHC
- Historic Tax Credits
- Family

### Preserving historic architecture.

After closing in 1991, this old high school has a new mission.

Utilizing 9% low income housing tax credits and state historic preservation tax credits, the rehabilitation transformed this historic building from 1909 in downtown Maysville, KY into a pristine affordable housing community. The building is on the National Register of Historic Places and emphasis was placed on preserving the original doors, with overhead transoms, classroom chalkboards, hardwood floors and windows.





## St. Aloysius Apartments

- Covington, KY
- 44-units
- 9% LIHTC KHC
- Historic Tax Credits
- Section 8
- Family and Senior

### Preserving local history.

Substantial rehab in the Main Strasse Historic District.

Originally constructed as a Catholic primary school campus in the 1930's, and converted to senior affordable housing in 1983, this 3 building complex received a major overhaul inside and out. Utilizing multiple funding sources the reconfiguring units, including kitchens and baths, enhance accessibility throughout, enabling the senior residents to age easily in-place.





## Taylor Ridge Apartments

- Independence, KY
- 99-units
- 9% LIHTC KHC
- Section 8
- Family

Excellence is in the details.  
Upgraded community space, energy star  
and green features.

Originally build in 1982, it was time this community came into the 21st century. Not only did the renovation refresh the curb appeal and provide residents with a place they are proud to call home, the addition of numerous energy star and green feature upgrades will allow Taylor Ridge to succeed and operate more efficiently for many years to come.





**CITY OF HILLSDALE**

ORDINANCE NO. \_\_\_\_\_

**TAX EXEMPTION ORDINANCE FOR HILLSDALE SENIOR APARTMENTS**

ADOPTED: \_\_\_\_\_

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF HILLSDALE ORDAINS:

**SECTION 1.** This Ordinance shall be known and cited as the "City of Hillsdale Tax Exemption Ordinance for Hillsdale Senior Apartments."

**SECTION 2.** **Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Hillsdale is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Hillsdale will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Hillsdale acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as Hillsdale Senior on certain property located at 60 Logan Street, parcel identification number 006-126-180-08, in the City of Hillsdale to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**SECTION 3.** **Definitions.** All terms in this Ordinance shall be defined as set forth in the Act, except as follows:

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. Contract Rents *THIS SECTION INTENTIONALLY OMITTED.*
- D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- E. Low Income Persons and Families means persons and families eligible to move into a housing project.
- F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- G. Sponsor means Wallick Communities and any entity that receives or assumes a Mortgage Loan.
- H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**SECTION 4. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Hillsdale Senior Project is of this class.

**SECTION 5. Establishment of Annual Service Charge.**

The housing project identified as Hillsdale Senior and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Hillsdale acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 10% of the Annual Shelter Rents actually collected by the housing project during each operating year.

**SECTION 6. Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Hillsdale and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**SECTION 7. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**SECTION 8. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

**SECTION 9. Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program.

**SECTION 10. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

**SECTION 11. Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

**Section 12.            Effective Date.**

This Ordinance shall become effective on \_\_\_\_\_, as provided in the City of Hillsdale Charter.

\_\_\_\_\_  
Adam Stockford, Mayor

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

Date Proposed: \_\_\_\_\_  
Date published as proposed: \_\_\_\_\_  
Date Enacted: \_\_\_\_\_  
Date published as enacted: \_\_\_\_\_  
Effective date: \_\_\_\_\_

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019

**Agenda Item:** Old Business

**SUBJECT:** Update/Set Public Hearing to Order Demolition  
Resolution #3388 Declared a Public Nuisance  
65 & 65.5 Westwood St

### **BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor/Code Official):**

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

Council adopted Resolution No. 3388 on August 5, 2019 declaring 65 & 65.5 Westwood St to be a public nuisance and ordering the property owner to abate the public hazard. As of the preparation of this summary, the property owner has failed to take any steps to do so (pictures attached).

### **RECOMMENDATION:**

It is the recommendation of the code official that council set a public hearing for September 16, 2019 to order demolition of the structure and authorize the expenditure of funds to complete the work. Notice must be given to the property owner of the date and time of the hearing in order to protect their rights under the Due Process Clause of the Fourteenth Amendment and provide them with an opportunity to present their objections.



006-227-251-30

65 WESTWOOD ST

2019-08-29 1



006-227-251-30

65 WESTWOOD ST

2019-08-29



006-227-251-30

65 WESTWOOD ST

2019-08-20 CODE ENFORCEMENT



006-227-251-30

65 WESTWOOD ST

2019-08-20 CODE ENFORCEMENT

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019

**Agenda Item # :** Old Business

**SUBJECT:** Wells Apartments – Payment In Lieu of Taxes (PILOT)

**BACKGROUND PROVIDED BY STAFF:** David Mackie, City Manager

### **BACKGROUND:**

On August 5<sup>th</sup> the City Council held a public hearing and considered Ordinance 2019-02 to approve a Payment In Lieu of Taxes (PILOT) for Wells Apartments. No action was taken on the item.

Subsequently, Spire Development held an informational meeting on August 21<sup>st</sup> to review the project with the public and hear comments. Based on the discussion at the meeting, Spire reworked the project's design to address many of the residents' concerns. Please see the attached updated project information and communications received by my office.

Major project changes include:

- Reducing the project from four-stories to three-stories
- Reducing the number of units from 50 to 40 (14 x 1BR, 18 x 2BR and 8 x 3BR)
- Reducing the parking stall count by 20 to 80
- Increasing the western edge landscape buffer from 10 to 35 feet
- Adding varying façade depths and a wraparound porch to give the project a more residential and historical feel
- Relocation of the dumpster

The project has received approval from the Planning Commission and is supported by the City's Economic Development Corporation (EDC) and the Hillsdale County Economic Development Partnership (EDP).

The project would be MSHDA funded, which requires a PILOT be approved by City Council. The negotiated PILOT rate is 10%. The City currently has five active housing PILOT agreements. The project location has been zoned for this type of development since the 1960s. Currently, the property has four older multi-family houses on it. Two of the four houses are vacant with little chance of rehabilitation.

### **RECOMMENDATION:**

City staff recommends that Council approve the attached proposed PILOT ordinance and its publication



Mr. David Mackie  
City Manager, City of Hillsdale  
97 N Broad Street  
Hillsdale, Michigan 49242

August 28, 2019

Dear Mr. Mackie,

The purpose of this letter is to outline several changes that Spire Development, Inc. (“Spire”) has made to the proposed Wells Apartments (the “Project”) scope, resulting from the August 21, 2019 neighborhood outreach meeting held at the Hillsdale Community Library. Spire sincerely thanks the citizens of Hillsdale and their elected representatives for their interest and participation, as well as for allowing this meeting to occur. City staff has a copy of the presentation slides for those who were not in attendance. The meeting covered many topics; however, the following points are those that the citizens seemed to emphasize the most: (i) a desire to retain the residential feel of the neighborhood and how the Project’s size impacts it; and (ii) a desire to maintain the historical integrity of the neighborhood. Spire heard these concerns and, in an effort to respond, has made the following modifications to the Project scope to help assuage the above-mentioned concerns.

*Project size and desire to retain residential feel*

- Reduced the Project from four-stories to three-stories – This is intended to better transition architecturally from the four-story building to the east and three-story school to the south to the two-story residential buildings to the west and north.
- Reduced the building unit count from 50 units to 40 units –
  - The reduced unit count (now 14 x 1BR, 18 x 2BRs, and 8 x 3BRs) reduces density of households and parking on the site, thus reducing peak hour traffic from 33 trips to 26 trips. Furthermore, the reduced unit count results in 20 fewer parking spots required by code. Spire has used that parking reduction to increase the western edge landscape buffer from 10 feet to 35 feet and to reposition the dumpster enclosure away from a property boundary.
  - The total building square footage has been reduced from 54,500 square feet to 41,500 square feet. The building will still include an interior elevator, making it more appealing to both younger families and seniors seeking accessible and maintenance-free living units.

*Maintaining the historical integrity of the community*

- Redesigned the exterior architectural details to retain and build upon the Victorian and Italianate architectural elements evident throughout Hillsdale –
  - The architect added varying building façade depths and a wraparound porch and enhanced entrance detail at the arrival corner (Westwood St. and N West St.) in order to create a more residential and historical character to the development.

In summary, Spire respects the community stakeholders’ comments and hopes the adjusted scope may alleviate the apprehensions of some, while still addressing employers’ need for high quality workforce housing options to enhance workforce development and retention. The modified site plan and elevations are attached for your review and distribution. Thank you for your consideration.

Respectfully,  
Spire Development, Inc.



## BEFORE NEIGHBORHOOD MEETING

- Four story building (40 feet to soffit)
- 54,500 square feet
- 50-units
- 100 parking spaces



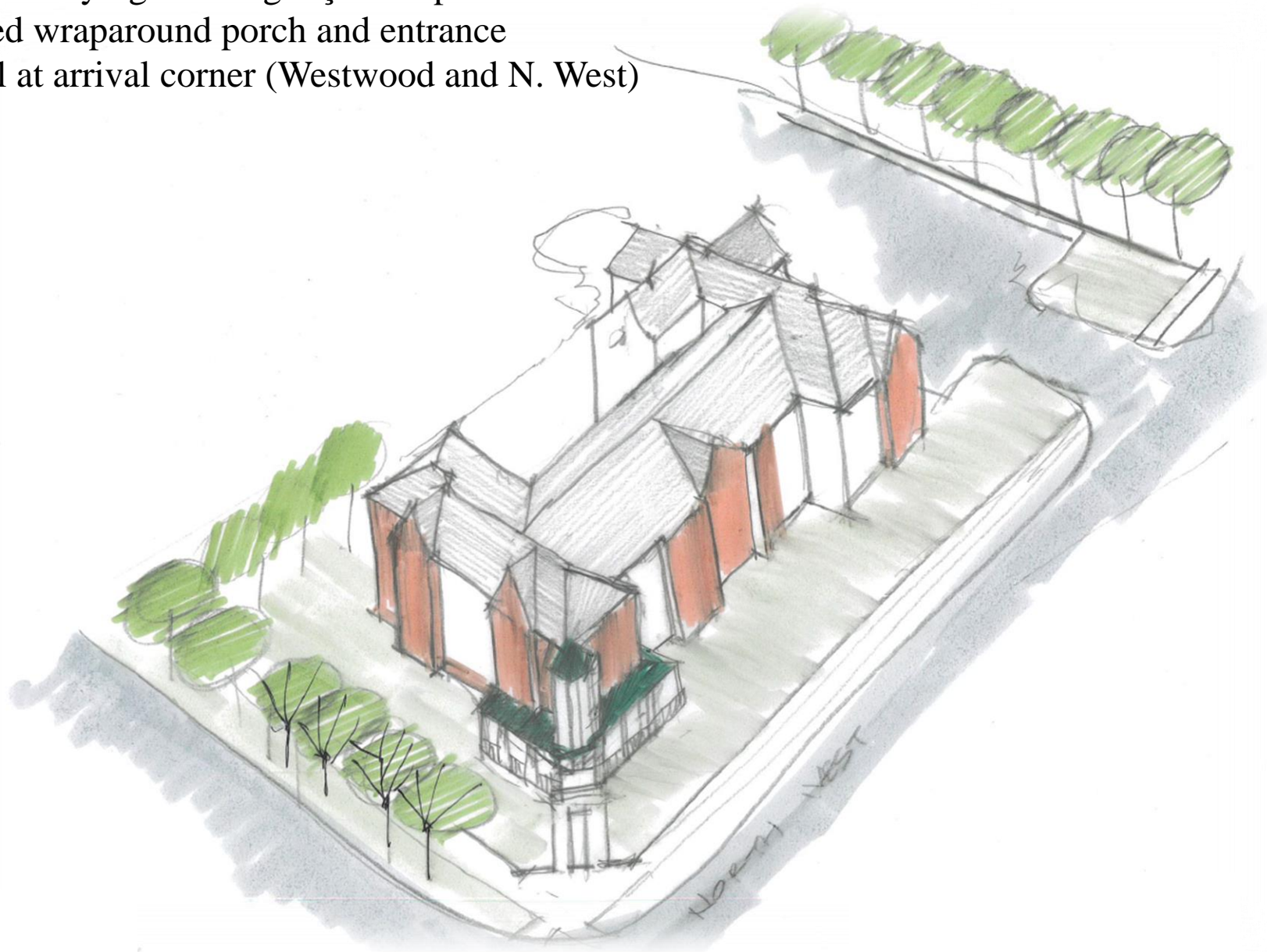
## AFTER NEIGHBORHOOD MEETING

- Three story building (31 feet to soffit, reduced 25%)
  - Better transition from four-story apartment building to the east and three-story school to the south down to the two-story homes to the north and west
- 41,500 square feet (reduced 27%)
- 40-units (reduced 22%)
- 80 parking spaces (reduced 22%)
- Enhanced Victorian and Italianate architectural elements

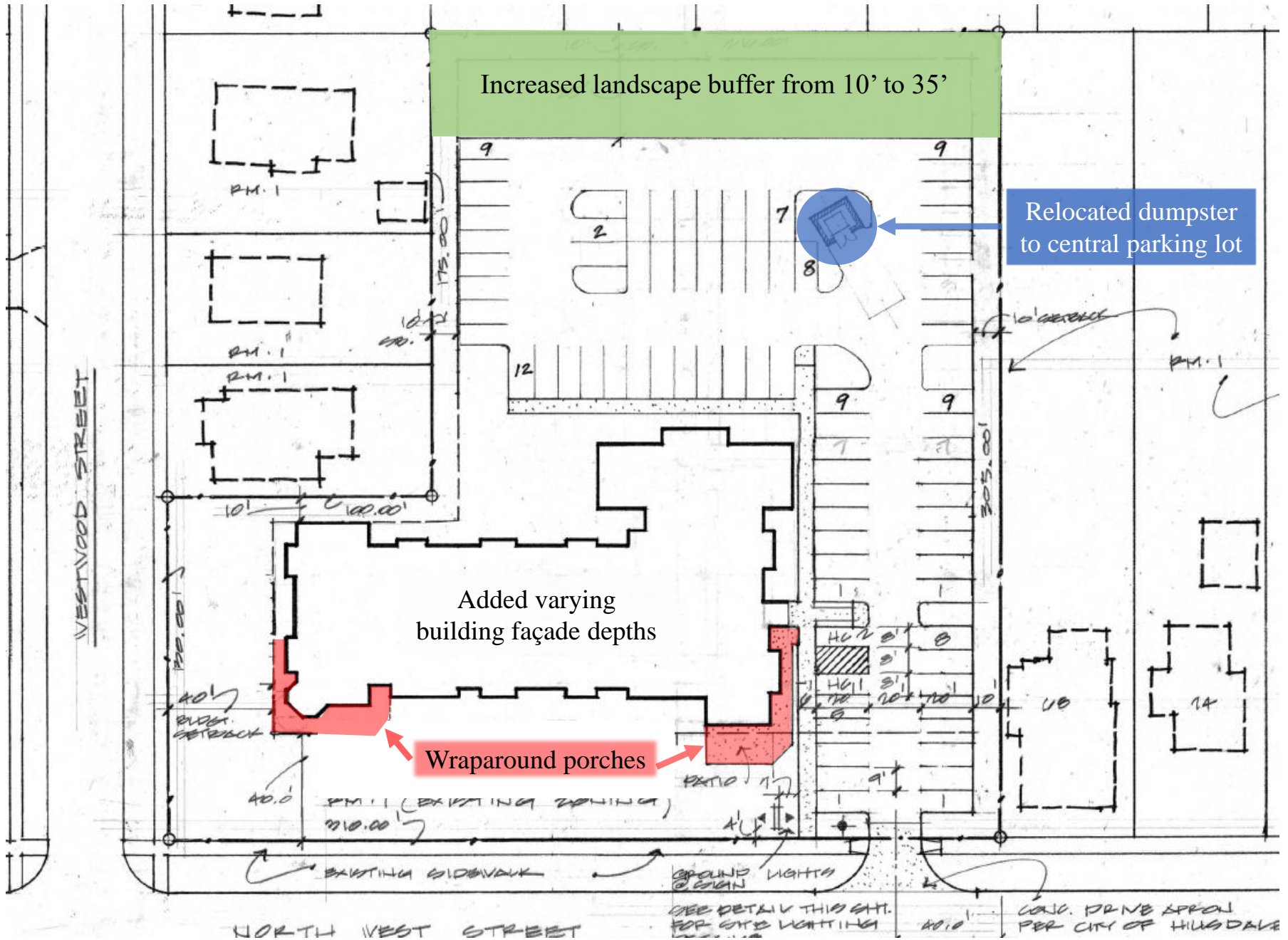


## AFTER NEIGHBORHOOD MEETING

- Added varying building façade depths
- Added wraparound porch and entrance detail at arrival corner (Westwood and N. West)



# AFTER NEIGHBORHOOD MEETING



Increased landscape buffer from 10' to 35'

Relocated dumpster to central parking lot

Added varying building façade depths

Wraparound porches

WESTWOOD STREET

NORTH WEST STREET

SEE DETAIL THIS SHEET FOR SIDE LIGHTING

COND. DRIVE SPRAWL PER CITY OF HILSDALE

# AFTER NEIGHBORHOOD MEETING



## David Mackie

---

**From:** Katy Price  
**Sent:** Tuesday, August 6, 2019 2:00 PM  
**To:** Adam Stockford (adamlstockford@gmail.com)  
**Cc:** David Mackie  
**Subject:** FW: Form submission from: Contact Us

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

-----Original Message-----

**From:** Hillsdale Michigan via Hillsdale Michigan [mailto:clerk@cityofhillsdale.org]  
**Sent:** Tuesday, August 6, 2019 1:55 PM  
**To:** Katy Price  
**Subject:** Form submission from: Contact Us

Submitted on Tuesday, August 6, 2019 - 1:54pm Submitted by anonymous user: 99.203.1.182 Submitted values are:

**First Name:** Robert  
**Last Name:** Kline  
**Email:** mytl12@yahoo.com

**Question/Comment:** Mayor Stockford, My name is Robert Kline. I live at 3 North st. I spoke at last night's city council meeting concerning the proposed development on West st.. While I was not for putting up the building as I feel it is too big for such a tight spot, my views were a bit skewed by the Hillsdale Daily New's description of the property being "low income housing". It definitely sent up red flags for me. After listening to the representative from the developer I feel it was not as the Daily News described. I still don't want a huge project like that going up across the street from me but the fact remains, what to do we do with those two abandoned properties. Would a downscale version of this work there? Should we have another open session involving the neighborhood to throw out some new ideas? It seems there should be a solution to this blight. Thank you, Bob Kline

The results of this submission may be viewed at:  
<https://www.cityofhillsdale.org/node/7/submission/311>

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

## David Mackie

---

**From:** c smith <csmith1850@yahoo.com>  
**Sent:** Friday, August 9, 2019 7:52 AM  
**To:** David Mackie  
**Subject:** 52 and 66 west

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

David,  
I am the property owner of 66 and 52 N. West St. I have heard that it was represented to council that I am unaware of the proposed development on that property. This e-mail is to let you know that I am aware and have signed a purchase option with Spire Development to sell to them if they are able to get this project through the approval process. Furthermore I signed a document giving them permission to include my property in the planning commission process.  
I hope this clears up any confusion.  
Chris Smith

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

8/9/19  
DWV Mechanical/ DWV Properties  
797 williams dr  
Quincy, Mi  
49082

Location: 58 and 60 N. West st.

Mr. Mackie

I'm the property owner of 58 and 60 N. West st. I am under contract to sell these properties to Spire Development and have authorized them to move forward with the necessary site plan and approve permits. I heard that someone told the City Council last Monday that I was not aware that the proposed project was happening. That's not true, I am aware and support the project. We have been working with them for awhile. Let me know if you need anything

Thank you, David Neitzert and Valorie johnson



## David Mackie

---

**From:** Eric Moore <emoore@mooreinsuranceservices.com>  
**Sent:** Wednesday, August 28, 2019 2:37 PM  
**To:** Adam Stockford (adamstockford@gmail.com); William Morrissey (wmorrissey@outlook.com); brualesharp@gmail.com; rgstuchell@outlook.com; aaavear@comcast.net; picardygirl96@yahoo.com; brualesharp@gmail.com; zeiserforhillsdale@gmail.com; mattbell4hillsdale@outlook.com; rbrinerward4@gmail.com; David Mackie; Alan Beeker  
**Subject:** Wells Apartment Project

Dear Members of City Council, City Manager, Mayor and Zoning Administrator;

As a member of the City of Hillsdale Planning Commission, a commercial real estate/business owner and homeowner/resident of Hillsdale, I just wanted reach out and let you know I'm in favor of new development and investment in our community when the project makes sense. I believe the proposed "Wells Apartment" project on West Street could fit nicely within the proposed site plan, especially if proposed changes are made to the scope of the project. It sounds like the developer is willing to reduce the number of units/parking spaces along with changing the building height and facade to better assimilate into the neighborhood.

It's my understanding that this development is not "Section 8" or "low income" housing but housing designed for essentially "medium income" working class residents who qualify via an income test and not an asset test. Given the affordable housing shortage in our community and the potential for increased demand in this type of housing, I think it is important to be open minded to investment and development within our city, especially when it fills a need and improves the existing environment. The "Pilot" revenue is also a financial consideration that the city must consider for the benefit of all city residents and taxpayers.

The issue many community's face is the "NIMBY" (not in my back yard) mentality that affect the stakeholders of any particular neighborhood considering new development, given the current residences that would be replaced, I believe this project could have a positive impact on the community and improve the neighborhood.

Please feel free to reach out with any questions.

Respectfully,

Eric A. Moore, CIC, LIC  
Vice President



P.O. Box 207  
67 N Howell  
Hillsdale, MI 49242



P (517) 439-9345  
F (517) 439-5536  
M (517) 416-0940

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## David Mackie

---

**From:** Barry Hill <hillbk@comcast.net>  
**Sent:** Wednesday, August 28, 2019 7:10 PM  
**To:** Adam Stockford; David Mackie  
**Subject:** Wells proposed development

Adam, I would encourage to support this much needed multi-family development in our City. This company will invest \$10 million dollars and clean up 2 blighted properties that have been uninhabitable for years. As you know, I am on the EDC which is charged with trying to develop our economy. You have stated many times that you are also in support of economic development. How can we grow and move forward if we don't have housing for young families? Virtually every prospective new employer asks "do you have a pool of excess workers? I believe we would or could if we had this affordable housing. The EDC of the City voted unanimously in favor and we certainly hope you see the big picture and vote in favor.

Thanks for your consideration.

Barry Hill.

City resident

Long time EDC member

BPU chair

Sent from my iPhone

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



*Caring. Commitment. Community.*

David Mackie, City Manager  
City of Hillsdale  
City Hall  
97 N. Broad Street  
Hillsdale, Michigan 49242

Dear Mr. Mackie,

As the leading provider of healthcare in Hillsdale County and the second largest employer in the city, we understand the importance of workforce housing in our community. Adequate housing availability allows employers like us to better attract and retain talent, and supports the growth and health of our local economy. We support housing projects like the one recently proposed by Spire Development.

With the limited availability of rental spaces, oftentimes our team members have to go outside Hillsdale to find adequate housing, requiring longer commutes, less involvement in our local community and a diminished quality of life. When competing with nearby healthcare organizations for talent, we must have a community with the foundation to support professionals and their families, of which housing is the cornerstone.

In addition, PILOT (Payment in Lieu of Taxes) projects provide additional tax revenue for our city, estimated at six to seven times that of the property tax revenue for the Spire project in particular. These dollars create significant opportunity for local infrastructure, capital improvement and services that keep our city running.

We know Hillsdale is a great place to live, work and raise a family and more local workforce housing will allow many others to do just that.

Sincerely,

Rachel J. Lott  
Director of Marketing & Community Outreach  
Hillsdale Hospital





David Mackie  
City Manager  
City of Hillsdale  
97 N. Broad Street  
Hillsdale, MI 49242

August 28, 2019

Dear David,

Thank you for hosting the informational meeting with Spire Development on Wednesday August 21<sup>st</sup> at the public library. Frankly my concern was the same as some residents as I do not think Hillsdale needs another government voucher paid housing development. We desperately DO need workforce housing. Lack of housing will have short and long term negative effects on the economy in+ Hillsdale County.

Our office receives Requests for Proposals from the MEDC for businesses who are seeking a site for new business growth. In the past these inquiries were primarily focused on utility costs, interstate access, and proximity of water and sewer lines.... While these are still important factors the vital criteria now is available workforce and workforce housing. Within a 10 mile radius of the City of Hillsdale the workforce population is 11,790, once the Litchfield Industrial park is included our workforce grows to over 14,000. Hillsdale County does not have adequate housing for the workers who currently are in our area which means we cannot attract additional workers without additional housing. Without workers business attraction is negatively affected as well as the expansion of existing businesses. Ultimately this economic growth goes to other communities.

Another request we receive is for housing to accommodate company interns during their stay with local businesses. Typically these are engineering students getting experience in their field before graduation. Hillsdale would benefit greatly if these potential employees could be housed and attracted to our community permanently.

Due to lack of available homes (supply and demand), our residential real estate market is going back into artificially inflated home prices. The home sale information below is from the Hillsdale County Board of Realtors. So far in 2019 the Avg. Sale Price of a single family residential home is \$157,701.00.

	<i>Avg. Price</i>	<i>Median Price</i>	<i># Sales</i>
<i>July 2017</i>	<i>\$141,536.00</i>	<i>\$131,750.00</i>	<i>46</i>
<i>July 2016</i>	<i>\$129,176.00</i>	<i>\$115,000.00</i>	<i>45</i>
<i>July 2015</i>	<i>\$103,213.00</i>	<i>\$75,000.00</i>	<i>45</i>

If the diminished workforce due to lack of housing and artificially inflated home pricing due to lack of housing continues, a 2008 economy may return to our community.

I am not trying to paint a picture of gloom and doom, however, we cannot grow our economy without people and we cannot attract people if there is no place to live.

Thank you for hearing my concerns,

Susan M. Smith, Director  
EDP of Hillsdale County

**CITY OF HILLSDALE**

ORDINANCE NO. \_\_\_\_\_

**TAX EXEMPTION ORDINANCE FOR WELLS APARTMENTS**

ADOPTED: \_\_\_\_\_

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF HILLSDALE ORDAINS:

**SECTION 1.** This Ordinance shall be known and cited as the "City of Hillsdale Tax Exemption Ordinance for Wells Apartments."

**SECTION 2. Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Hillsdale is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Hillsdale will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Hillsdale acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as Wells Apartments on certain property located at 52, 58, 60, and 66 N. West Street, parcel identification numbers 006-227-276-41, 006-227-276-34, 006-227-276-33, and 006-227-276-32, in the City of Hillsdale to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**SECTION 3. Definitions.** All terms in this Ordinance shall be defined as set forth in the Act,

except as follows:

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. Contract Rents *THIS SECTION INTENTIONALLY OMITTED.*
- D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- E. Low Income Persons and Families means persons and families eligible to move into a housing project.
- F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- G. Sponsor means Wells Apartments Limited Dividend Housing Authority L.P. and any entity that receives or assumes a Mortgage Loan.
- H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**SECTION 4. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Wells Apartments is of this class.

**SECTION 5. Establishment of Annual Service Charge.**

The housing project identified as Wells Apartments and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Hillsdale acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 10% of the Annual Shelter Rents actually collected by the housing project during each operating year.

**SECTION 6. Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Hillsdale and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**SECTION 7. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**SECTION 8. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before February 14th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

**SECTION 9. Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program.

**SECTION 10. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

**SECTION 11. Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

**Section 12.            Effective Date.**

This Ordinance shall become effective on \_\_\_\_\_, as provided in the City of Hillsdale Charter.

\_\_\_\_\_  
Adam Stockford, Mayor

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

Date Proposed:	<u>July 15, 2019</u>
Date published as proposed:	<u>July 25, 2019</u>
Date Enacted:	_____
Date published as enacted:	_____
Effective date:	_____



# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019

**Agenda Item #10:** New Business

**SUBJECT:** SET PUBLIC HEARING - Establish Neighborhood Enterprise Zone (NEZ) #4

### **BACKGROUND PROVIDED BY STAFF** (Kimberly Thomas, Assessor)

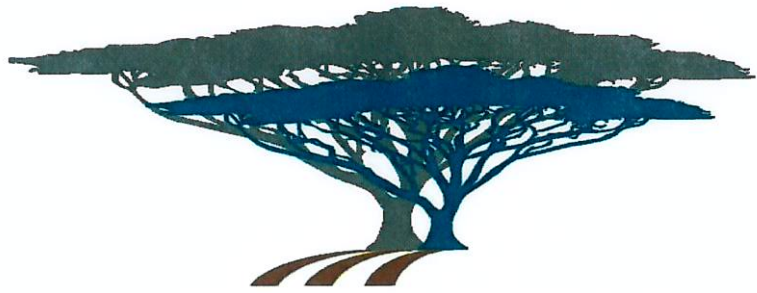
[Act 147 of 1992](#), the Neighborhood Enterprise Zone Act, is an Act “to provide for the development and rehabilitation of residential housing.” Under the act, Council “may designate 1 or more neighborhood enterprise Zones within (the City).” The purpose of designating a district is to allow for property tax abatements as incentive for new residential construction and rehabilitation of existing homes in the neighborhood.

City staff has been approached by one or more property owners within the Southeast Addition to the Village (now City) of Hillsdale to enquire about the possibility of designating this neighborhood as an enterprise zone. This neighborhood was surveyed and platted by Joel McCollum in 1861 (recorded plat and current parcel list attached)

### **STAFF RECOMMENDATION:**

Staff recommends that Council take the steps required by the Neighborhood Enterprise Zone Act to establish NEZ #4 in the City of Hillsdale. These steps include:

1. Set a public hearing (recommended date October 21, 2019)
2. Instruct the City Clerk to give written notice to the governing bodies of each taxing unit that levies ad valorem property taxes in the proposed neighborhood no less than 45 days prior to the scheduled public hearing & 60 days prior to adoption of the resolution (September 4, 2019 to meet the proposed timeline)
3. Adopt a Resolution to create NEZ #4 no less than 60 days after notice to the affecting taxing authorities (November 4, 2019)



## COMMONWEALTH DEVELOPMENTS

Rick Jenkins  
590 Olds Street  
Jonesville, MI 49250  
517-849-7470  
[rjenkins@stolcm.com](mailto:rjenkins@stolcm.com)

August 27, 2019

Mr. Alan Beeker, MCAT  
Zoning Administrator  
City of Hillsdale  
Hillsdale, Michigan 49242

Dear Mr. Beeker:

Commonwealth Developments is officially requesting that the City of Hillsdale create a Neighborhood Enterprise Zone for the area of the city where the Hillsdale Commons Condominium Development will be constructed. The address for Hillsdale Commons is:

266 E. Bacon St.  
Hillsdale, MI 49242

Please inform us if any other information is necessary for the NEZ to be established and also please let us know when the process is complete. Unfortunately, we won't be able to include the first two buildings in the NEZ as construction on those units will begin prior to NEZ approval, but we do look forward to the remaining condominiums having this benefit.

Best regards,

Rick Jenkins

**City of Hillsdale  
Agenda Item Summary**

**Meeting Date:** September 2, 2019

**Agenda Item:** New Business

**SUBJECT:** Resolution under Public Act 132 of 1999 - Certification of Abandoned Property for Accelerated Forfeiture Act

**BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor)**

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

March 1, 2020	Unpaid 2019 Summer & Winter taxes returned to county treasurer as delinquent
March 1, 2021	Properties with 2019 or prior taxes remaining unpaid are forfeited to the county treasurer (subject to redemption by payment of taxes & fees)
March 1, 2022	Properties with 2019 or prior taxes remaining unpaid are subject to foreclosure proceedings

Public Act 132 of 1999, the Certification of Abandoned Property for Accelerated Forfeiture Act (Michigan Compiled Law Sections 211.961-211.966) allows for cities, villages and townships to certify property as abandoned for the purpose of accelerating the property tax forfeiture and foreclosure process under the provisions of the General Property Tax Act. If property is certified as abandoned, the forfeiture for unpaid 2019 taxes would become effective March 1, 2020 and the foreclosure would be accelerated by 1 year to March 1, 2021.

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

**RECOMMENDATION:**

Adopt the attached resolution allowing for certification of abandoned property for accelerated tax forfeiture and foreclosure

CITY OF HILLSDALE  
HILLSDALE COUNTY, MICHIGAN

RESOLUTION NO. \_\_\_\_\_

DECLARATION OF ACCELERATED FORFEITURE OF ABANDONED PROPERTY  
PUBLIC ACT 132 OF 1999, MCL 211.963

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to adopt the following resolution:

WHEREAS, the City Council of the City of Hillsdale determines that parcels of abandoned tax delinquent property exist;

WHEREAS, abandoned tax delinquent property contributes to crime, blight, and decay within the local unit of government;

WHEREAS, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, thereby reducing crime, blight, and decay within the City of Hillsdale;

NOW, THEREFORE, BE IT RESOLVED the City of Hillsdale hereby notifies residents and owners of property within the City of Hillsdale that abandoned tax delinquent property will be identified and inspected and may be certified as certified abandoned property under the certification of abandoned property for accelerated forfeiture act and subject to accelerated forfeiture and foreclosure under the general property tax act.

The vote in favor of the resolution being as follows:

Roll call: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Motion passed \_\_\_\_ - \_\_\_\_

Resolution declared adopted.

Dated: \_\_\_\_\_

CERTIFICATION

As the Clerk, for the City of Hillsdale, Hillsdale County, Michigan, I certify that this a true and complete copy of a resolution adopted by the Hillsdale City Council, Hillsdale County at its Regular meeting, held \_\_\_\_\_

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

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019

**Agenda Item #10:** New Business

**SUBJECT:** INTERGOVERNMENTAL AGREEMENT

**BACKGROUND PROVIDED BY STAFF:** Alan Beeker, Zoning Administrator

Since the City of Hillsdale is the recipient of the CDBG funds and the City of Hillsdale TIFA owns the Dawn Theater, MEDC is requesting that there be an Intergovernmental Agreement of CDBG Funds for Renovation of the Dawn Theater.

**RECOMMENDATION:**

Staff is requesting that authority be given to Mayor Stockford to sign the agreement.

## **INTERGOVERNMENTAL AGREEMENT REGARDING UTILIZATION OF CDBG FUNDS FOR RENOVATION OF THE DAWN THEATER**

This Agreement made this \_\_\_\_\_ day of September, 2019, by and between the City of Hillsdale; a Michigan municipal Corporation, ("City") and the City of Hillsdale Tax Increment Finance Authority; a political subdivision of the City of Hillsdale Michigan, ("TIFA") is based upon the following:

### **Background**

TIFA desires to undertake significant renovation of a historic theater located within the City of Hillsdale TIFA District known as the Dawn Theater. In connection with the renovation project, City applied for and was awarded a Community Development Block Grant ("CDBG") by the Michigan Economic Development Corporation. This CDBG has been designated project MSC 218006-SBS.

The CDBG award is in the amount of \$1,380,000. A copy of the Award Letter, Agreement and associated regulations is attached to this agreement as exhibit "A".

TIFA is the owner of the real property where on the Dawn Theater is located. TIFA will be entering into agreements with contractors to undertake the renovation of the Dawn Theater and will be responsible for reviewing billing invoices received from said contractors, paying contractors, and requesting release by the City of the CDBG grant funds in connection with such construction expenditures.

**Therefore**, the parties agree as follows:

1. TIFA agrees to assume responsibility for monitoring the construction activities of the contractor awarded the contract for the renovations to the Dawn Theater and to ensure that said contractor is complying with the requirements and restrictions set forth in the attached Exhibit "A".
2. TIFA will receive all construction related expense invoices from the contractor, review with its architect said invoices to determine whether it is appropriate to pay the sums requested, communicate with the City and its Certified Grant Administrator, Lindsay Hagar, and the City's Community Development Block Grant Administrator, Bill Povalla, regarding approval of expense invoices. TIFA will then approve, in whole or in part, said pay requests and be reimbursed by City for expenditures in connection with such approvals from the CDBG funds.

TIFA, in undertaking the responsibility for approval of construction related expense requests, agrees to comply with all of the restrictions and requirements set forth in the CDBG Agreement between the Michigan Strategic Fund and City.

TIFA will allow City's representatives, Grant Administrator and CDBG Administrator access to the construction site and all records in connection with the construction

activities to ensure that all guidelines in connection with the CDBG Award are in compliance.

**CITY OF HILLSDALE**

**City of Hillsdale Tax  
Increment Finance  
Authority**

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

\_\_\_\_\_  
Christopher Sumnar, Chairman

Dated: September \_\_\_\_\_, 2019

Dated: September \_\_\_\_\_, 2019

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

Dated: September \_\_\_\_\_, 2019



Exhibit "A"

DocuSign Envelope ID: 160378B2-412A-4DC9-900A-56C35551759A

GRANT NO. MSC 218006-SBS

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

CITY OF HILLSDALE

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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2. Application of funds

#### B. Scope of Work

Attachment A: Project Budget  
Attachment B: Project Description

I. GRANT OFFER FOR MICHIGAN CDBG NO. MSC 218006-SBS

The President of the Michigan Strategic Fund (the "Grantor"), acting pursuant to Resolution - 2019-059 of the Michigan Strategic Fund Board, hereby offers to the City of Hillsdale (the "Grantee"), grant assistance subject to the Grant Agreement.

The maximum amount of grant assistance hereby offered for blight elimination is \$1,380,000 (the "Grant"), but in no event shall the amount of the grant assistance for the blight elimination in the City of Hillsdale exceed more than seventy-eight (78%) of the total actual cost of the blight elimination financed with the Grant and Local matching funds. The maximum amount of grant assistance hereby offered for administration is \$35,000. If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced on a proportional basis. The Grantee shall be responsible for any cost overruns.

The term of work performance shall be twenty four months (24 months) months from May 1<sup>st</sup> 2019 through April 30, 2021 (the "Term"), plus additional time to meet reporting or other procedural requirements.

If construction will not start by August 1, 2019 (the "Commencement Period"), then the Grantee must seek and receive in writing an extension of the Commencement Period from the Grant Administrator prior to the expiration of the Commencement Period, otherwise this Grant Agreement shall terminate and no longer be in effect. In the event this Grant Agreement is terminated as set forth herein, the Grantee must request that the Grant be reapproved by the MSF Board before it may be reinstated.

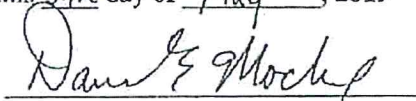
The Grant is dependent upon the Grantor's continued receipt of Community Development Block Grant funds and the availability of adequate funds. This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions. The signatories below warrant that they are empowered to enter into this Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2019  
5/13/2019

Dated this 5<sup>th</sup> day of May, 2019

DocuSigned by:  
Mark Morante



71161A2BEB02474...  
Mark Morante  
Fund Manager  
Michigan Strategic Fund

David Mackie  
City Manager  
City of Hillsdale

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of  
the Housing and Community Development Act of 1974, as amended.  
CFDA #: 14.228 Community Development Block Grants / State's Program & Non-Entitlement  
Grants in Hawaii

GRANT NO.: MSC 218006-SBS

GRANTEE: City of Hillsdale  
97 North Broad Street  
Hillsdale, Michigan 49242  
UGLG Contact David Mackie (517.437.6444)

DUNS NUMBER: 7BKS5

GRANT ADMINISTRATOR: Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
Bill Povalla (517.241.6810)

FFATA PROJECT DESC.: Blight elimination, rehabilitation of the Dawn Theater

TERM: May 1, 2019-April 30, 2021

GRANT FUNDING YEAR: 2016

FEDERAL AWARD: B-16-DC-26-001  
08/30/16  
Department of Housing & Urban Development  
Assistant Secretary of Community Planning & Development  
(202) 708-1112

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

Grantor (State) Cash Contributions	\$1,415,000
Grantee (Local) Cash Contributions	\$ 400,000
Company (Private) Cash Contributions	<u>\$ 91,183</u>
TOTAL	\$1,906,183

2. Application of funds to the project supported under this Grant Agreement consists of:

PLEASE REFER TO ATTACHMENT A FOR THE AUTHORIZED BUDGET FOR THIS PROJECT.

3.	<u>Date</u>	<u>Source</u>	<u>Activity</u>	<u>Amount</u>
	07/27/2017	Grantor (State)	Administration Costs	\$35,000
	12/05/2017	Grantor State)	Engineering Costs	\$79,900

#### B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as further detailed in the Grantee's Application submitted 3/31/17 and subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by the Grant and other local, public and private funds.
2. If the Grantee will be engaging the consultant, supplier, or contractor then the Grantee shall comply with the procurement process required by 2 CFR 200.320. Among other things, this regulation applies to all CDBG funded engineering, administrative, and consultant contracts as well as all CDBG funded construction contracts.
  - a. For supplies and service contracts such as engineering, administrative and consulting less than or equal to \$150,000, the Small Purchase Procedures as provided in 2 CFR 200.320(b) may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.
  - b. For supplies and service contracts such as engineering, administrative and consulting greater than \$150,000, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 2 CFR 200.320(d). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).
  - c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 2 CFR 200.320(c). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published advertisement for bids and the bid tabulation.

3. If the Grantee will not be engaging any consultant, supplier, or contractor, then the procurement process required by 2 CFR 200.320 shall not apply. The Grantee shall ensure that payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.
4. If the project involves construction activities using the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.
5. If the project involves both Grant and Non-Grant funded construction activities on private property, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding or contract documents showing evidence of compliance with federal labor standards for all construction activities financed with the Grant and any other matching funds on said private property. Such approval must be secured prior to Grantor disbursement of the Grant.
6. If the project involves the installation of machinery and equipment and the installation cost is greater than 20% of the total cost of the machinery and equipment, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all installation activities financed in whole or in part with CDBG funds. Such approval must be secured prior to Grantor disbursement of the Grant.
7. If the project involves acquisition, including donations, of real estate, permanent easements and/or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.
8. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant occupiable dwelling unit, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with Section 104(d) of the Housing and Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.
9. If the Project involves improving and/or acquiring real property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Real Property Management Report (RPMR) prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the real property acquired and/or improved with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

10. If the Project involves acquiring personal property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Personal Property Management Report (PPMR) prior to disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the personal property acquired with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

11. Grantee is responsible for ensuring that all contractors working on the project are CDBG eligible and properly licensed, bonded, and insured.
12. The Grantee, all contractors, and all subcontractors shall ensure that any construction or rehabilitation implemented pursuant to the terms and conditions of this Agreement shall meet all applicable state and local building codes.
13. The Grantee, all contractors, and all subcontractors shall secure in a timely manner all necessary certificates and permits from municipal or other public authorities as required in connection with the performance of this Agreement.
14. The Grant must be requested on a reimbursement basis or when there is an immediate cash need for the funds.
15. Prior to incurring construction costs, the Grantee shall:
  - a. Receive written release of funds for construction activities.
16. Prior to disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator:
  - a. Davis Bacon Labor Standards documentation;
17. The Grantee shall expend up to \$1,380,000 of the Grant for project activities that benefit the entire Community and are described in Attachment B.
18. The Grantee shall expend up to \$35,000 for administration.
19. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.
20. The Grantee shall provide Program Progress Reports beginning /July 15, 2019 and every six (6) months thereafter.

21. The Grantee shall provide a final Payment Request within 60 days of the expiration of the Term. Payment Requests received after this time will not be processed.
22. The Grantee shall provide a final Program Progress Report and all other required close out documents specified by the MSF within 120 days of the expiration of the Term.
23. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.
24. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be prepared by an independent auditor, and be in compliance with the requirements of 2 CFR Part 200, or as required by the Grant Administrator. This Audit Report shall be filed with the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.
25. Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR Part 200, as applicable.
26. Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Company shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Company as an employer, or the name of a subcontractor, manufacturer, or supplier of the Company appears in the register.



### III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term "Grantee" appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provisions of the following:
  - a. "Statement of Assurances" as included in the Application.
  - b. Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - c. Compliance with Title I of the Housing and Community Development Act of 1974, as amended (Fair Housing).
3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records until notified by the MSF.
5. Publicity: At the request and expense of the Grantor, the Grantee will cooperate with the Grantor to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.
6. Applicability of Federal Regulations: In the event that federal laws, statutes, rules or regulations related to HUD or CDBG funding require a change to this Grant Agreement, this Grant Agreement shall be immediately interpreted, modified, applied and enforced consistent with those changes as though they were in the original Grant Agreement. Those changes shall be incorporated into this Grant Agreement in writing as soon as possible without unreasonable delay by any party.
7. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:
  - a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;
  - b. extensions to the term of work performance for completion of project activities;

- c. for Grants of less than \$100,000, cumulative changes among approved CDBG funded budget items which exceed \$5,000 or five (5) percent of the Grant, whichever is the lesser amount; and
- d. for Grants of \$100,000 or more, cumulative changes among approved CDBG funded budget items which exceed \$10,000 or five (5) percent of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

- 8. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions the Grantor may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of 2 CFR Part 200.
- 9. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.
- 10. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.
- 11. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:
  - a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;
  - b. discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations on the same or related construction projects; or
  - c. require any bidder, offeror, contractor, or subcontractor to enter into, adhere to or enforce any agreement that requires its employees as a condition of employment to:

- i. become members of or become affiliated with a labor organization; or
  - ii. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration or grievance adjustment.
12. The MSF, the State of Michigan, its board and its employees shall not in any manner be liable for any loss or damage connected to or resulting from activities conducted under this Agreement; nor for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.
13. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

**PROJECT BUDGET**  
**MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

1. Applicant: City of Hillsdale		(Grant No)MSC 218-006-SBS		Dawn Theater Blight Elimination		
3. Project Cost Elements		4. Project Funding Sources		(Identify all other funding sources)		
Activities	CDBG	Local	Private			TOTAL
Rehabilitation	\$1,300,100	\$400,000				\$1,700,100
Administration	\$35,000					\$35,000
Furnishings			\$91,183			\$91,183
Engineering	\$79,900					\$79,900
<b>TOTAL</b>	<b>\$1,415,000</b>	<b>\$400,000</b>	<b>\$91,183</b>			<b>\$1,905,283</b>

ATTACHMENT B  
PROJECT DESCRIPTION, TIMELINE, AND NATIONAL OBJECTIVE

This project consists of blight elimination for historic preservation for a complete rehabilitation of the Dawn Theater and to make the theater ADA compliant.

Exterior work consists of the following:

Evaluate and repair existing wood trusses, removal and re-installation of all existing roof mounted equipment, installation of a minimum 4" rigid insulation and new membrane roofing system. Other exterior work will consist of removal of a concealed gutter on the south side of the building and installation of new gutters and downspouts. Work on the front façade will include the removal, and abatement of existing asbestos wall panels, repair of façade windows, repair and repoint brick, remove existing metal coping and restore the parapet to the 1920's era. The marquee canopy will be rebuilt to match the original.

Interior work consists of the following:

Walls will be furred, insulated and new gypsum board installed. Work shall include restoration of a partially failing retaining wall in basement, provision of adequate sump crock for drains, insulate box sills, repair openings in foundation walls and replace basement stair. Installation of new HVAC and ductwork, new lighting and update electrical panels. Replace existing wall and floor finishes and install new ADA compliant house ramps to stage and new stage exit. The project will also include new audio and visual equipment and much more.

	Start Date	End Date
Design and Architectural	12/2017	2/2019
Bid Award	1/2019	2/2019
Construction Commencement	8/2019	12/31/2020

Blight Elimination  
5,928 square feet

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** September 3, 2019  
**Agenda Item:** New Business  
**Subject:** Request to create a “No Parking” zone

**Background:**

We have received a written request from the Director of Campus Security and Emergency Management and the Director of Operations for Facilities and Capital Projects of Hillsdale College to give consideration for the elimination of parking on the west side of Hillsdale Street between E. College Street and Galloway Drive. It has been relayed to me that there has been several “close calls” between student pedestrians and traffic in the block over the past few years. This is due to a few factors which include there being no sidewalk on the west side of the street causing persons exiting their vehicles to walk down the street to an available drive or walk or crossing the street in areas without dedicated crosswalks. There are also two pedestrian walk ways on the east side of Hillsdale Street which have approaches to the street not at dedicated crosswalks or at intersections. There is a relatively high volume of pedestrian traffic crossing the street in this block and conditions would be safer with no vehicles parked here.

The Director and Foreman of the Department of Public Services are in favor of this request as it will improve their street maintenance efforts in the area. This will also bring consistency to the area in two ways as this is the only “on street” parking for Hillsdale Street north of Fayette Street and the only “on street” parking for the main campus square which includes College, N. West, and Galloway Drive.

Parking has been prohibited on the block in the past for construction and maintenance and is currently prohibited. These prohibitions have not resulted in any adverse effects for parking for college students and has little or no effect for the community.

**Recommendation:**

I recommend approval of this request as it will increase pedestrian safety in the area and has little to no effect for those utilizing the area.

Scott A. Hephner                      Chief of Police / Fire Chief

August 28, 2019

City of Hillsdale  
97 N. Broad Street  
Hillsdale, MI 49242

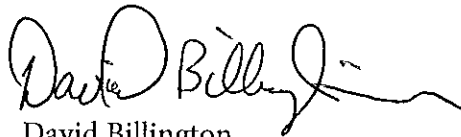
To Whom It May Concern:

Please accept this request for your consideration that Hillsdale Street between College Street and Barber Drive be deemed a no parking zone. Hillsdale College has many concerns with parking in this area, including but not limited to: speeding vehicles, pedestrian safety, lighting in evening hours, and vehicles obstructing driveways. With the current road work scheduled to take place, the College feels this is an opportune time to make this change.

Sincerely,



William K. Whorley  
Direct of Campus Security  
and Emergency Management



David Billington  
Director of Operations for Facilities  
and Capital Projects

**TRAFFIC CONTROL ORDER**  
**2019-48**

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.

**There shall be NO PARKING on the West side of Hillsdale Street  
between East College Street and Galloway Drive.**

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

\_\_\_\_\_  
Chief of Police

08/30/19  
\_\_\_\_\_  
Date

Received for filing in the office of the City Clerk at \_\_\_\_\_ 12:00 \_\_\_\_\_ p.m. on the \_\_\_\_\_ 30  
day

of \_\_\_\_\_ August \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

08/30/19  
\_\_\_\_\_  
Date

**RESOLUTION # \_\_\_\_\_**

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

Passed in open Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk



City of Hillsdale, Michigan

*Certificate of Proclamation*

On behalf of the people of the City of Hillsdale, Michigan I, Adam Stockford, Mayor of the City of Hillsdale, do hereby proclaim September 10, 2019 World Suicide Prevention Day and September 8-14, 2019 National Suicide Prevention Week.

**WHEREAS**, suicide is the 10th leading cause of death in the US and the 2nd leading cause of death among individuals between the ages of 15 and 34; and,

**WHEREAS**, Michigan has high rates of suicide among youth and young adults compared to the nation as a whole; and,

**WHEREAS**, there have been 12 recorded suicides in Hillsdale County from August 2017 to May 2019; and,

**WHEREAS**, for every suicide approximately 135 people suffer intense grief, including family, friends, and colleagues; and,

**WHEREAS**, for every suicide, 25 people make a suicide attempt; and,

**WHEREAS**, suicide survivors are 4 times more likely to commit suicide;

**NOW, THEREFORE**, I, Adam Stockford, Mayor, City of Hillsdale, Michigan, do hereby proclaim September 8-14, 2019 National Suicide Prevention Week in the City of Hillsdale, Michigan; and

**FURTHER**, do hereby proclaim September 10, 2019 World Suicide Prevention Day in the City of

Hillsdale, Michigan and invite citizens on September 10, 2019 at 8pm EST to light a candle near a window to show your support for suicide prevention, to remember a lost loved one, and for suicide survivors in the City of Hillsdale, Michigan.

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Adam Stockford, Mayor  
City of Hillsdale Michigan