



City Council Agenda

July 6, 2020
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City Claims of June 11, 2020: \$45,712.78
 - 2. BPU Claims of June 11, 2020: \$162,397.26
 - 3. Payroll of June 11, 2020: \$182,421.21
 - B. City Council Minutes of June 15, 2020
 - C. Airport Advisory Committee Minutes of March 7, 2020
 - D. Finance Committee Minutes of June 15, 2020
 - E. EDC Minutes of February 20, 2020
 - F. Planning Commission Minutes of May 19, 2020
- VI. Communications/Petitions**
 - A. Sally Fallon Memorial Program at Stock's Park: August 11, 2020
 - B. MIOSHA MIWISH Grant Award
 - C. Comcast Programming Changes (Email)
 - D. NEP Press Release
 - E. Census information
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing to Declare 69 Westwood Street a Public Nuisance (Resolution)
 - B. Ordinance to Amend Sec. 36-143, Rezoning of 58 & 60 N. West Street
- VIII. Old Business**
 - A. Dawn Theater- Verbal Update
 - B. 65 Westwood Street Resolution
- IX. New Business**
 - A. MDOT Fayette Street Agreement
 - B. Set Public Hearing for Amendment to Ordinance Chapter 14, Article IV.-Municipal Trees
 - C. RFP Banking Services
 - D. Resolution to Name New Streets – Hillsdale Commons Condominium
 - E. Hillsdale College Street Closure for Commencement TCO 2020-21
 - F. Hillsdale College Commencement Agreement
 - G. Hillsdale College Alley/Street Closure for Senior Dinner TCO 2020-20
 - H. Hillsdale College Senior Dinner Agreement
 - I. Hillsdale College Noise Variance

X. Miscellaneous Reports

- A. Proclamations- Duke Anderson Appreciation
- B. Appointments- None
- C. Other- None

XI. General Public Comment

XII. City Manager's Report

XIII. Council Comment

XIV. Adjournment

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 441							
101-295.000-801.000	06/01/20	AVFUEL CORP	MONTHLY EQUIPMENT RENTAL	013548481	06/01/20	20.00	441
						<u>20.00</u>	
Total For Check 441							
Check 442							
101-265.000-920.000	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2978012016	06/11/20	180.41	442
101-265.000-920.000	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2977144327	06/11/20	89.80	442
101-336.000-920.000	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2978675527	06/11/20	100.61	442
271-790.000-920.000	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2979009264	06/11/20	104.66	442
						<u>475.48</u>	
Total For Check 442							
Check 443							
101-441.000-801.000	06/11/20	SPOK, INC	PAGER RENTAL - DPS	D7385433R	06/11/20	18.73	443
						<u>18.73</u>	
Total For Check 443							
Check 444							
481-000.000-265.000	06/11/20	STATE OF MICHIGAN	SALES TAX - AIRPORT	05.31.2020	06/11/20	203.85	444
						<u>203.85</u>	
Total For Check 444							
Check 83092							
247-900.000-801.006	06/03/20	FOULKE CONSTRUCTION	DAWN THEATER REHABILITATION	3	06/03/20	4,500.00	83092
						<u>4,500.00</u>	
Total For Check 83092							
Check 83093							
247-900.000-801.006	06/03/20	GARY W ANDERSON ARCHITECTS	DAWN THEATER PROJECT	20-4604	06/03/20	660.00	83093
						<u>660.00</u>	
Total For Check 83093							
Check 83094							
101-215.000-801.000	06/11/20	ACCUSHRED	PAPER SHREDDING SERVICE	58032	06/11/20	64.95	83094
						<u>64.95</u>	
Total For Check 83094							
Check 83095							
101-265.000-925.000	06/11/20	ACD	PHONE SYSTEM FOR CITY HALL	44244-105	06/11/20	181.36	83095
101-295.000-925.000	06/11/20	ACD	POT'S - AIRPORT	14046-103	06/11/20	90.30	83095
						<u>271.66</u>	
Total For Check 83095							
Check 83096							
101-265.000-726.000-CV	06/11/20	AMAZON CAPITAL SERVICES, INC	WINDOW SPEEKERS FOR CITY HALL, WELD	1CFK-LGTQ-TQFR	06/11/20	57.25	83096
101-441.000-726.000	06/11/20	AMAZON CAPITAL SERVICES, INC	WINDOW SPEEKERS FOR CITY HALL, WELD	1VCX-HDYV-CRMG	06/11/20	47.20	83096
						<u>104.45</u>	
Total For Check 83096							
Check 83097							
101-756.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LLC	CLOSET PARTS KIT, CORD, PLUG, END	20INV029513	06/11/20	19.11	83097
640-444.000-726.000	06/11/20	AMERICAN COPPER AND BRASS, LLC	CLOSET PARTS KIT, CORD, PLUG, END	20INV018828	06/11/20	41.69	83097
						<u>60.80</u>	
Total For Check 83097							
Check 83098							
101-265.000-801.000	06/11/20	ANYTIME FIRE PROTECTION	FIRE EXTINGUISHER, RECHARGED, NOZZL.	615894	06/11/20	102.00	83098
						<u>102.00</u>	
Total For Check 83098							
Check 83099							
101-756.000-801.000	06/11/20	AQUATIC WEED CONTROL	MRS. STOCKS PARK POND 1ST TREATMENT	05.25.2020	06/11/20	575.00	83099
						<u>575.00</u>	
Total For Check 83099							
Check 83100							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83100							
588-588.000-726.000	06/11/20	ARROW SWIFT PRINTING	DIAL-A-RIDE TICKETS	152169	06/11/20	368.68	83100
						<u>368.68</u>	
Total For Check 83100						368.68	
Check 83101							
101-265.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	400.00	83101
101-266.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	750.00	83101
101-441.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	125.00	83101
101-756.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	7,250.00	83101
202-460.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	1,082.20	83101
202-460.500-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	138.10	83101
203-460.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	479.70	83101
244-174.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	3 MEADOWS BRUSH HOG	2395570	06/11/20	400.00	83101
588-588.000-801.000	06/11/20	BILL'S LAWN CARE, LLC	APRIL/MAY 2020 LAWN CARE	2395569	06/11/20	375.00	83101
						<u>11,000.00</u>	
Total For Check 83101						11,000.00	
Check 83102							
101-265.000-925.000	06/11/20	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY CHARGES	153147-CITY	06/11/20	112.00	83102
271-790.000-925.000	06/11/20	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY CHARGES	153147-CITY	06/11/20	56.00	83102
						<u>168.00</u>	
Total For Check 83102						168.00	
Check 83103							
101-209.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320967	06/11/20	120.56	83103
101-215.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320967	06/11/20	238.17	83103
101-265.000-726.000-CV	06/11/20	CURRENT OFFICE SOLUTIONS	MASK	644725-00	06/11/20	150.00	83103
101-400.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	PLANNING/ZONING OFFICE SUPPLIES	460567-01	06/11/20	5.40	83103
101-400.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320967	06/11/20	60.28	83103
101-441.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320967	06/11/20	148.69	83103
208-751.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320967	06/11/20	60.28	83103
271-790.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE	320062	06/11/20	2.22	83103
588-588.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	RUBBERBANDS	644515-00	06/11/20	4.19	83103
						<u>789.79</u>	
Total For Check 83103						789.79	
Check 83104							
633-000.000-111.000	06/11/20	DETROIT SALT CO	LAST SALT ORDER	S120-07484	06/11/20	3,137.61	83104
						<u>3,137.61</u>	
Total For Check 83104						3,137.61	
Check 83105							
202-490.000-726.000	06/11/20	DORNBOS SIGN & SAFETY INC	STENCIL STREET MARKING - STR., CURV	INV49584	06/11/20	302.50	83105
						<u>302.50</u>	
Total For Check 83105						302.50	
Check 83106							
101-265.000-801.000	06/11/20	EAST 2 WEST ENTERPRISES, INC	CITY HALL CLEANING (MAY) - LIBRARY	8884	06/11/20	810.00	83106
						<u>810.00</u>	
Total For Check 83106						810.00	
Check 83107							
271-790.000-801.000	06/11/20	ELITE FUND, INC	E RATE	6894	06/11/20	10.00	83107
						<u>10.00</u>	
Total For Check 83107						10.00	
Check 83108							
640-444.000-730.000	06/11/20	ENVIRONMENTAL PRODUCTS & ACCESS	1" LEADER HOSE	246055	06/11/20	95.85	83108
						<u>95.85</u>	
Total For Check 83108						95.85	
Check 83109							
203-480.000-726.000	06/11/20	EXCEL FLUID GROUP, LLC	TRANSDUCER STRAIN RELIEF SINGLE EYE	515005	06/11/20	934.00	83109

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83109							
Total For Check 83109						934.00	
Check 83110							
640-444.000-726.000	06/11/20	FAMILY FARM & HOME	BLASTER PENETRATE, OIL, REGATOR VAL'	000643/W	06/11/20	5.99	83110
640-444.000-730.000	06/11/20	FAMILY FARM & HOME	BLASTER PENETRATE, OIL, REGATOR VAL'	000643/W	06/11/20	29.44	83110
Total For Check 83110						35.43	
Check 83111							
208-000.000-692.000	06/11/20	MICHAEL FORRESTER	PAVILION RENTAL REFUND DUE TO COVID	37769	06/11/20	75.00	83111
Total For Check 83111						75.00	
Check 83112							
271-790.000-930.000	06/11/20	G&G GLASS, INC	SNEEZE GUARDS	20-0633	06/11/20	300.00	83112
Total For Check 83112						300.00	
Check 83113							
101-265.000-726.000-CV	06/11/20	GELZER & SON INC	8" & 6" SQUEEGEE	B15799	06/11/20	8.28	83113
101-265.000-726.000-CV	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	C370896	06/11/20	3.58	83113
101-265.000-726.000-CV	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	C370956	06/11/20	13.98	83113
101-295.000-930.000	06/11/20	GELZER & SON INC	SEALANT & ELASTOMRC CRCK FILL	C373358	06/11/20	22.98	83113
101-756.000-726.000	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	B15117	06/11/20	27.27	83113
202-460.000-726.000	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	C370861	06/11/20	2.99	83113
202-490.000-726.000	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	B14307	06/11/20	27.99	83113
271-790.000-930.000	06/11/20	GELZER & SON INC	SIGN, WIPES, BRUSH, MOLD CONTRL,CAB:	C372316	06/11/20	31.99	83113
Total For Check 83113						139.06	
Check 83115							
101-265.000-726.000	06/11/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	998	06/11/20	19.00	83115
101-295.000-726.000	06/11/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	998	06/11/20	4.75	83115
101-441.000-726.000	06/11/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	998	06/11/20	9.50	83115
271-790.000-726.000	06/11/20	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	998	06/11/20	4.75	83115
Total For Check 83115						38.00	
Check 83116							
101-215.000-905.000	06/11/20	HILLSDALE MEDIA GROUP	ADS	2005-00000705	06/11/20	768.87	83116
271-790.000-750.000	06/11/20	HILLSDALE MEDIA GROUP	NEWSPAPER	05.06.2020	06/11/20	231.00	83116
Total For Check 83116						999.87	
Check 83117							
101-265.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 5212020CH	06/11/20	75.00	83117
101-756.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 05.14.2020	06/11/20	150.00	83117
101-756.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 05.27.2020	06/11/20	1,080.00	83117
101-756.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 051420SP	06/11/20	75.00	83117
101-756.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 5142020SP	06/11/20	125.00	83117
101-756.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	FOD, MRS STOCKS PARK & CITY HALL	I: 5212020SP	06/11/20	146.00	83117
Total For Check 83117						1,651.00	
Check 83118							
101-265.000-726.000-CV	06/11/20	HOWARD T MORIARTY COMPANY INC	SURGICAL MASKS - DPS/DART	9928	06/11/20	160.13	83118
Total For Check 83118						160.13	
Check 83119							
640-444.000-730.000	06/11/20	JACKSON TRUCK SERVICE INC	FILTERS	PC001333092:01	06/11/20	56.29	83119
640-444.000-730.000	06/11/20	JACKSON TRUCK SERVICE INC	FILTERS	PC001333263:01	06/11/20	92.48	83119

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83119							
640-444.000-730.000	06/11/20	JACKSON TRUCK SERVICE INC	FILTERS	PC001333352:01	06/11/20	60.27	83119
						<u>209.04</u>	
Total For Check 83119							
Check 83120							
588-588.000-955.588	06/11/20	SUE KEHN	DOT PHYS. REIMBURSEMENT	251440	06/11/20	100.00	83120
						<u>100.00</u>	
Total For Check 83120							
Check 83121							
101-175.000-806.002	06/11/20	KREIS, ENDERLE HUDGINS & BORS	ATTY FEES - MTT APPEALS	315079 TGK	06/11/20	4,050.58	83121
						<u>4,050.58</u>	
Total For Check 83121							
Check 83122							
101-265.000-726.000-CV	06/11/20	KSS ENTERPRISES	CLEANING SUPPLIES, WIPES	1216620-2	06/11/20	179.25	83122
101-441.000-726.000	06/11/20	KSS ENTERPRISES	CLEANING SUPPLIES, WIPES	1228930	06/11/20	29.40	83122
101-756.000-726.000	06/11/20	KSS ENTERPRISES	CLEANING SUPPLIES, WIPES	1228930	06/11/20	352.85	83122
						<u>561.50</u>	
Total For Check 83122							
Check 83123							
101-276.000-801.000	06/11/20	LAPEW SANITATION SERVICE	MAY PORTA JOHN RENTAL	937	06/11/20	95.00	83123
101-756.000-801.000	06/11/20	LAPEW SANITATION SERVICE	MAY PORTA JOHN RENTAL	937	06/11/20	965.00	83123
						<u>1,060.00</u>	
Total For Check 83123							
Check 83124							
640-444.000-955.441	06/11/20	LINDSAY LEDYARD	BOOT REIMBURSEMENT	61136	06/11/20	250.00	83124
						<u>250.00</u>	
Total For Check 83124							
Check 83125							
101-265.000-726.000-CV	06/11/20	LOU'S GLOVES, INC	GLOVES	035926	06/11/20	121.00	83125
101-265.000-726.000-CV	06/11/20	LOU'S GLOVES, INC	GLOVES	035926-CITY	06/11/20	62.50	83125
						<u>183.50</u>	
Total For Check 83125							
Check 83126							
101-175.000-806.000	06/11/20	LOVINGER & THOMPSON, PC	LEGAL FEES	5.29.2020	06/11/20	960.00	83126
						<u>960.00</u>	
Total For Check 83126							
Check 83127							
101-301.000-801.000	06/11/20	MICH STATE POLICE	TOKEN FEE FROM 04/01/2020 - 06/30/2	551-561990	06/11/20	99.00	83127
						<u>99.00</u>	
Total For Check 83127							
Check 83128							
101-000.000-123.000	06/11/20	MUNICODE	ADMIN SUPPORT FEE 6/1/202 - 5/31-20.	00343568	06/11/20	275.00	83128
						<u>275.00</u>	
Total For Check 83128							
Check 83129							
101-295.000-930.000	06/11/20	PERFORMANCE AUTOMOTIVE	ABRASIVE WHEEL	10284-1323482	06/11/20	11.67	83129
640-444.000-730.000	06/11/20	PERFORMANCE AUTOMOTIVE	HITCH PIN, CLIP, FILTERS	10284-1322265	06/11/20	41.52	83129
640-444.000-730.000	06/11/20	PERFORMANCE AUTOMOTIVE	HITCH PIN, CLIP, FILTERS	10284-1322647	06/11/20	33.63	83129
						<u>86.82</u>	
Total For Check 83129							
Check 83130							
101-336.000-726.000	06/11/20	PERFORMANCE AUTOMOTIVE	SYNTHETIC DIESEL OIL 5W-40, WINDSHI:	10284-1321233	06/11/20	2.68	83130
101-336.000-730.000	06/11/20	PERFORMANCE AUTOMOTIVE	SYNTHETIC DIESEL OIL 5W-40, WINDSHI:	10284-1321233	06/11/20	126.24	83130
						<u>128.92</u>	
Total For Check 83130							

06/11/2020 10:17 AM
 User: gkeasal
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 05/29/2020 - 06/11/2020
 JOURNALIZED OPEN AND PAID
 BANK CODE: GC

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83131							
640-444.000-801.000	06/11/20	PURITY CYLINDER GASES, INC.	CYLINDER RENTAL	00983145	06/11/20	52.31	83131
			Total For Check 83131			52.31	
Check 83132							
101-301.000-726.000	06/11/20	SHELBY RATHBUN	REIMBURSEMENT FOR PURCHASE OF DISIN	806532	06/11/20	22.26	83132
			Total For Check 83132			22.26	
Check 83133							
640-444.000-730.000	06/11/20	REDLINE EQUIPMENT	SPACER, TUBE, BOLTS, NUTS, ROLLER A	P471135	06/11/20	85.93	83133
			Total For Check 83133			85.93	
Check 83134							
588-588.000-955.588	06/11/20	SANDRA LADD	DOT PHYS. REIMBURSEMENT	175130	06/11/20	67.40	83134
			Total For Check 83134			67.40	
Check 83135							
208-000.000-692.000	06/11/20	SHERRY BLACK	PAVILION RENTAL REFUND DUE TO COVID	06/02/2020	06/11/20	75.00	83135
			Total For Check 83135			75.00	
Check 83136							
101-175.000-801.000	06/11/20	SONIT SYSTEMS, LLC	NETADMIN - MAY 2020	60586-CITY	06/11/20	304.50	83136
			Total For Check 83136			304.50	
Check 83137							
101-295.000-930.000	06/11/20	SPRATT'S	TIRE	162157	06/11/20	40.00	83137
101-295.000-930.000	06/11/20	SPRATT'S	CUB CADET BELT	149098	06/11/20	63.00	83137
			Total For Check 83137			103.00	
Check 83138							
101-441.000-955.441	06/11/20	GARY STACHOWICZ	BOOT REIMBURSEMENT	926861	06/11/20	116.59	83138
			Total For Check 83138			116.59	
Check 83139							
640-444.000-801.000	06/11/20	TRACKER SOFTWARE CORPORATION,	PUBWORKS SOFTWARE CITY DOWN PAYMENT	424-001CITY	06/11/20	6,012.50	83139
			Total For Check 83139			6,012.50	
Check 83140							
101-301.000-801.000	06/11/20	TRANSUNION RISK AND ALTERNATIVE	ONLINE INVESTIGATIVE SYSTEM BILLING	807352	06/11/20	50.00	83140
			Total For Check 83140			50.00	
Check 83141							
101-441.000-742.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	4154 0092379	06/11/20	22.86	83141
101-441.000-742.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	154 0092967	06/11/20	22.86	83141
101-441.000-801.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	4154 0092379	06/11/20	36.04	83141
101-441.000-801.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	154 0092967	06/11/20	36.04	83141
588-588.000-801.000	06/11/20	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	154 0092380	06/11/20	15.51	83141
640-444.000-742.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	4154 0092379	06/11/20	11.16	83141
640-444.000-742.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	154 0092967	06/11/20	11.16	83141
640-444.000-801.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	4154 0092379	06/11/20	19.82	83141
640-444.000-801.000	06/11/20	UNIFIRST CORP	RUGS/UNIFORMS DPS	154 0092967	06/11/20	19.82	83141
			Total For Check 83141			195.27	
Check 83142							
101-336.000-740.000	06/11/20	WATKINS OIL COMPANY	MAY 2020 FLEET FUEL	01-000150	06/11/20	78.76	83142

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 83142							
588-588.000-740.000	06/11/20	WATKINS OIL COMPANY	MAY 2020 FLEET FUEL	01-000140	06/11/20	456.34	83142
640-444.000-740.000	06/11/20	WATKINS OIL COMPANY	MAY 2020 FLEET FUEL	01-000120	06/11/20	1,130.00	83142
640-444.000-740.301	06/11/20	WATKINS OIL COMPANY	MAY 2020 FLEET FUEL	01-000110	06/11/20	902.72	83142
Total For Check 83142						2,567.82	
Check 83143							
640-444.000-730.000	06/11/20	WHITE'S WELDING SERVICE	STEEL	85440	06/11/20	5.00	83143
640-444.000-730.000	06/11/20	WHITE'S WELDING SERVICE	STEEL	85438	06/11/20	19.00	83143
Total For Check 83143						24.00	
Total For Age Less Than 30 Days						45,712.78	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			22,529.24		
			Fund 202 MAJOR ST./TRUNKLINE FUND			1,553.78		
			Fund 203 LOCAL ST. FUND			1,413.70		
			Fund 208 RECREATION FUND			210.28		
			Fund 244 ECONOMIC DEVELOPMENT CORP FU			400.00		
			Fund 247 TAX INCREMENT FINANCE ATH.			5,160.00		
			Fund 271 LIBRARY FUND			740.62		
			Fund 481 AIRPORT IMPROVEMENT FUND			203.85		
			Fund 588 DIAL-A-RIDE FUND			1,387.12		
			Fund 633 PUBLIC SERVICES INV. FUND			3,137.61		
			Fund 640 REVOLVING MOBILE EQUIP. FUND			8,976.58		
Total For All Funds:							45,712.78	
--- TOTALS BY GL DISTRIBUTION ---								
		101-000.000-123.000	PREPAID EXPENSES			275.00		
		101-175.000-801.000	CONTRACTUAL SERVICES			304.50		
		101-175.000-806.000	LEGAL SERVICES			960.00		
		101-175.000-806.002	LEGAL SERVICES - TAX CASES			4,050.58		
		101-209.000-801.000	CONTRACTUAL SERVICES			120.56		
		101-215.000-801.000	CONTRACTUAL SERVICES			303.12		
		101-215.000-905.000	PUBLISHING / NOTICES			768.87		
		101-265.000-726.000	SUPPLIES			19.00		
		101-265.000-726.000-CV	SUPPLIES			755.97		
		101-265.000-801.000	CONTRACTUAL SERVICES			1,387.00		
		101-265.000-920.000	UTILITIES			270.21		
		101-265.000-925.000	TELEPHONE			293.36		
		101-266.000-801.000	CONTRACTUAL SERVICES			750.00		
		101-276.000-801.000	CONTRACTUAL SERVICES			95.00		
		101-295.000-726.000	SUPPLIES			4.75		
		101-295.000-801.000	CONTRACTUAL SERVICES			20.00		
		101-295.000-925.000	TELEPHONE			90.30		
		101-295.000-930.000	REPAIRS & MAINTENANCE			137.65		
		101-301.000-726.000	SUPPLIES			22.26		
		101-301.000-801.000	CONTRACTUAL SERVICES			149.00		
		101-336.000-726.000	SUPPLIES			2.68		
		101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			126.24		
		101-336.000-740.000	FUEL AND LUBRICANTS			78.76		
		101-336.000-920.000	UTILITIES			100.61		
		101-400.000-726.000	SUPPLIES			5.40		
		101-400.000-801.000	CONTRACTUAL SERVICES			60.28		
		101-441.000-726.000	SUPPLIES			86.10		
		101-441.000-742.000	CLOTHING / UNIFORMS			45.72		
		101-441.000-801.000	CONTRACTUAL SERVICES			364.50		
		101-441.000-955.441	MISCELLANEOUS - SHOE ALLOWANC			116.59		
		101-756.000-726.000	SUPPLIES			380.12		
		101-756.000-801.000	CONTRACTUAL SERVICES			10,366.00		
		101-756.000-930.000	REPAIRS & MAINTENANCE			19.11		
		202-460.000-726.000	SUPPLIES			2.99		
		202-460.000-801.000	CONTRACTUAL SERVICES			1,082.20		
		202-460.500-801.000	CONTRACTUAL SERVICES			138.10		
		202-490.000-726.000	SUPPLIES			330.49		
		203-460.000-801.000	CONTRACTUAL SERVICES			479.70		
		203-480.000-726.000	SUPPLIES			934.00		
		208-000.000-692.000	OTHER REVENUE			150.00		
		208-751.000-801.000	CONTRACTUAL SERVICES			60.28		
		244-174.000-801.000	CONTRACTUAL SERVICES			400.00		
		247-900.000-801.006	CONTRACTUAL SERVICES - MEDC GRANT			5,160.00		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		271-790.000-726.000	SUPPLIES			4.75	
		271-790.000-750.000	PERIODICALS / MAGAZINES			231.00	
		271-790.000-801.000	CONTRACTUAL SERVICES			12.22	
		271-790.000-920.000	UTILITIES			104.66	
		271-790.000-925.000	TELEPHONE			56.00	
		271-790.000-930.000	REPAIRS & MAINTENANCE			331.99	
		481-000.000-265.000	ACCRUED SALES TAX			203.85	
		588-588.000-726.000	SUPPLIES			372.87	
		588-588.000-740.000	FUEL AND LUBRICANTS			456.34	
		588-588.000-801.000	CONTRACTUAL SERVICES			390.51	
		588-588.000-955.588	MISC. - CDL LICENSING/TESTING			167.40	
		633-000.000-111.000	INVENTORY - MAT. AND SUPPLIES			3,137.61	
		640-444.000-726.000	SUPPLIES			47.68	
		640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			519.41	
		640-444.000-740.000	FUEL AND LUBRICANTS			1,130.00	
		640-444.000-740.301	FUEL AND LUBRICANTS-POLICE			902.72	
		640-444.000-742.000	CLOTHING / UNIFORMS			22.32	
		640-444.000-801.000	CONTRACTUAL SERVICES			6,104.45	
		640-444.000-955.441	MISCELLANEOUS - SHOE ALLOWANC			250.00	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check <None>							
591-544.000-930.000	06/11/20	GREENMARK EQUIPMENT	CREDIT	20-13393	06/11/20	(166.46)	
						<u>(166.46)</u>	
Total For Check <None>							
Check 114							
582-175.000-801.000	06/11/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311297561	06/11/20	405.93	114
590-175.000-801.000	06/11/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311297561	06/11/20	202.96	114
591-175.000-801.000	06/11/20	PITNEY BOWES GLOBAL FIANANCI	LEASE	3311297561	06/11/20	202.97	114
						<u>811.86</u>	
Total For Check 114							
Check 115							
582-000.000-265.000	06/11/20	STATE OF MICHIGAN	SALES TAX	05.31.2020	06/11/20	27,132.06	115
582-000.000-693.000	06/11/20	STATE OF MICHIGAN	SALES TAX	05.31.2020	06/11/20	(135.66)	115
						<u>26,996.40</u>	
Total For Check 115							
Check 72685							
582-544.000-740.000	06/03/20	WATKINS OIL COMPANY	FUEL PURCHASES	000090-2015201	06/03/20	605.55	72685
590-547.000-740.000	06/03/20	WATKINS OIL COMPANY	FUEL PURCHASES	000090-2015201	06/03/20	47.65	72685
591-544.000-740.000	06/03/20	WATKINS OIL COMPANY	FUEL PURCHASES	000090-2015201	06/03/20	335.89	72685
						<u>989.09</u>	
Total For Check 72685							
Check 72686							
582-175.000-925.000	06/11/20	ACD	MONTHLY FIBER LEASE	42187-147	06/11/20	122.24	72686
590-175.000-925.000	06/11/20	ACD	POTS FOR WWTP	11058-105	06/11/20	91.68	72686
590-175.000-925.000	06/11/20	ACD	MONTHLY FIBER LEASE	42187-147	06/11/20	61.12	72686
591-175.000-925.000	06/11/20	ACD	POTS FOR WTP	11060-105	06/11/20	91.68	72686
591-175.000-925.000	06/11/20	ACD	MONTHLY FIBER LEASE	42187-147	06/11/20	61.12	72686
						<u>427.84</u>	
Total For Check 72686							
Check 72687							
582-544.000-730.000	06/11/20	ADKINS AUTOMOTIVE LLC	OIL CHANGE 39-15	74406	06/11/20	48.97	72687
						<u>48.97</u>	
Total For Check 72687							
Check 72688							
591-545.000-801.000	06/11/20	ADT SECURITY SERVICES	ALARM SERVICES 401 HILLSDALE	776741097	06/11/20	167.43	72688
						<u>167.43</u>	
Total For Check 72688							
Check 72689							
582-175.000-726.007-cv	06/11/20	AMAZON CAPITAL SERVICES, INC	GRAVITY-FLOW PORTABLE EYEWASH	1KRR-Y69G-14XG	06/11/20	563.97	72689
582-175.000-801.200	06/11/20	AMAZON CAPITAL SERVICES, INC	USB MIC FOR BPU MEETINGS	1JKC-QFPQ-GC9Y	06/11/20	15.00	72689
582-544.000-726.800	06/11/20	AMAZON CAPITAL SERVICES, INC	RADIO ANT/PUMP SWITCH	1FHX-VVX7-DNVH	06/11/20	31.50	72689
582-544.000-726.800	06/11/20	AMAZON CAPITAL SERVICES, INC	RADIO ANT/PUMP SWITCH	176F-M36G-4JV3	06/11/20	122.85	72689
590-175.000-801.200	06/11/20	AMAZON CAPITAL SERVICES, INC	USB MIC FOR BPU MEETINGS	1JKC-QFPQ-GC9Y	06/11/20	7.50	72689
591-175.000-801.200	06/11/20	AMAZON CAPITAL SERVICES, INC	USB MIC FOR BPU MEETINGS	1JKC-QFPQ-GC9Y	06/11/20	7.49	72689
591-545.000-930.000	06/11/20	AMAZON CAPITAL SERVICES, INC	LOCKOUT TAGOUT STATION	1GCR-G493-CYJQ	06/11/20	28.87	72689
						<u>777.18</u>	
Total For Check 72689							
Check 72690							
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV019512	06/11/20	22.53	72690
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV018603	06/11/20	1.95	72690
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV019137	06/11/20	53.92	72690
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV019537	06/11/20	7.04	72690
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV019536	06/11/20	75.40	72690
582-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LL	MISC ELECTRIC SUPPLIES	20INV019538	06/11/20	45.60	72690
590-546.000-930.960	06/11/20	AMERICAN COPPER AND BRASS, LL	PLUMBING, CABLE TIES	20INV019535	06/11/20	19.54	72690

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Invoice Age: Less Than 30 Days							
Check 72690							
591-544.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LLC	PLUMBING, CABLE TIES	20INV017829	06/11/20	24.60	72690
591-545.000-930.000	06/11/20	AMERICAN COPPER AND BRASS, LLC	PLUMBING, CABLE TIES	20INV018778	06/11/20	3.93	72690
						<u>254.51</u>	
Total For Check 72690							
Check 72691							
582-000.000-202.000	06/01/20	BANNASCH, JEROME P	UB refund for account: 026786	06/01/2020	06/11/20	68.00	72691
						<u>68.00</u>	
Total For Check 72691							
Check 72692							
590-547.000-801.000	06/11/20	BIOTECH AGRONOMICS	ANALYTICAL AND FECAL TESTS BIOSOLID.	2497	06/11/20	880.00	72692
						<u>880.00</u>	
Total For Check 72692							
Check 72693							
582-175.000-801.200	06/11/20	BRANDON E JANES	TOOL SET FOR TECHNICAL SERVICES	01699Z	06/11/20	30.76	72693
590-175.000-801.200	06/11/20	BRANDON E JANES	TOOL SET FOR TECHNICAL SERVICES	01699Z	06/11/20	15.37	72693
591-175.000-801.200	06/11/20	BRANDON E JANES	TOOL SET FOR TECHNICAL SERVICES	01699Z	06/11/20	15.38	72693
						<u>61.51</u>	
Total For Check 72693							
Check 72694							
582-543.000-861.000	06/11/20	BRIAN BENNETT	CDL PERMIT CLASS A - REIMBURSEMENT	06022020	06/11/20	43.00	72694
						<u>43.00</u>	
Total For Check 72694							
Check 72695							
582-175.000-801.000	06/11/20	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612035	06/11/20	1,185.27	72695
590-175.000-801.000	06/11/20	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612035	06/11/20	592.63	72695
591-175.000-801.000	06/11/20	BRIDGESTONE AMERICAS, INC	MONTHLY PROCESSING	612035	06/11/20	592.63	72695
						<u>2,370.53</u>	
Total For Check 72695							
Check 72696							
582-175.000-925.000	06/11/20	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY CHARGES	153147-BPU	06/11/20	28.00	72696
590-175.000-925.000	06/11/20	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY CHARGES	153147-BPU	06/11/20	14.00	72696
591-175.000-925.000	06/11/20	BSB COMMUNICATIONS INC	ETHERFAX MONTHLY CHARGES	153147-BPU	06/11/20	14.00	72696
						<u>56.00</u>	
Total For Check 72696							
Check 72697							
582-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052034398	06/11/20	20.00	72697
582-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052718414	06/11/20	20.00	72697
590-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052034398	06/11/20	10.00	72697
590-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052718414	06/11/20	10.00	72697
591-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052034398	06/11/20	10.00	72697
591-175.000-930.000	06/11/20	CINTAS CORPORATION	MATT'S	4052718414	06/11/20	10.00	72697
						<u>80.00</u>	
Total For Check 72697							
Check 72698							
582-544.000-726.800	06/11/20	CINTAS CORPORATION	MAINT TO FIRST AID	5017058912	06/11/20	48.55	72698
582-544.000-726.800	06/11/20	CINTAS CORPORATION	MAINT TO FIRST AID	5017285916	06/11/20	72.73	72698
						<u>121.28</u>	
Total For Check 72698							
Check 72699							
582-175.000-820.000	06/11/20	CITY OF HILLSDALE	MAY 2020 PILOT	05.31.2020	06/11/20	50,127.73	72699
590-175.000-820.000	06/11/20	CITY OF HILLSDALE	MAY 2020 PILOT	05.31.2020	06/11/20	9,433.74	72699
591-175.000-820.000	06/11/20	CITY OF HILLSDALE	MAY 2020 PILOT	05.31.2020	06/11/20	6,698.85	72699
						<u>66,260.32</u>	
Total For Check 72699							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 72700							
582-000.000-249.100	06/11/20	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP	05.31.2020	06/11/20	2,549.01	72700
						<u>2,549.01</u>	
Total For Check 72700							
Check 72701							
582-000.000-040.000	06/11/20	CRAIG MOORE	REFUND CHECK REISSUED	6/03.2020	06/11/20	65.28	72701
						<u>65.28</u>	
Total For Check 72701							
Check 72702							
582-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	ADDING MACHINE ROLLS AND BINDING SP	644651-00	06/11/20	11.26	72702
582-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	.05 LEAD & PRINTER RIBBON	644483-00	06/11/20	5.56	72702
582-175.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320723	06/11/20	310.79	72702
590-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	ADDING MACHINE ROLLS AND BINDING SP	644651-00	06/11/20	5.63	72702
590-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	.05 LEAD & PRINTER RIBBON	644483-00	06/11/20	2.78	72702
590-175.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320723	06/11/20	155.39	72702
591-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	ADDING MACHINE ROLLS AND BINDING SP	644651-00	06/11/20	5.62	72702
591-175.000-726.000	06/11/20	CURRENT OFFICE SOLUTIONS	.05 LEAD & PRINTER RIBBON	644483-00	06/11/20	2.78	72702
591-175.000-801.000	06/11/20	CURRENT OFFICE SOLUTIONS	LEASE/COPIES	320723	06/11/20	155.39	72702
						<u>655.20</u>	
Total For Check 72702							
Check 72703							
582-543.000-930.000	06/11/20	SCOTT A DOLETZKY	BACKFLOW PREVENTION TESTING	05.21.2020	06/11/20	400.00	72703
590-547.000-801.000	06/11/20	SCOTT A DOLETZKY	BACKFLOW PREVENTION TESTING	05.21.2020	06/11/20	100.00	72703
591-544.000-801.000	06/11/20	SCOTT A DOLETZKY	BACKFLOW PREVENTION TESTING	05.21.2020	06/11/20	100.00	72703
591-544.000-801.000	06/11/20	SCOTT A DOLETZKY	BACKFLOW TESTING FOR HYDRANT METERS	05.29.2020	06/11/20	150.00	72703
						<u>750.00</u>	
Total For Check 72703							
Check 72704							
582-000.000-202.000	06/03/20	DOLOWY, BRIDGET E	UB refund for account: 023730	06/03/2020	06/11/20	64.00	72704
						<u>64.00</u>	
Total For Check 72704							
Check 72705							
582-175.000-930.000	06/11/20	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR MAY 5-11 & 5-26	8883	06/11/20	70.00	72705
590-175.000-930.000	06/11/20	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR MAY 5-11 & 5-26	8883	06/11/20	35.00	72705
591-175.000-930.000	06/11/20	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR MAY 5-11 & 5-26	8883	06/11/20	35.00	72705
						<u>140.00</u>	
Total For Check 72705							
Check 72706							
591-545.000-727.400	06/11/20	ENVIRONMENTAL MANAGEMENT & DEV	CARUS 8700 PHOSPHATES, CARUS 1100 I	19156	06/11/20	4,262.02	72706
						<u>4,262.02</u>	
Total For Check 72706							
Check 72707							
590-546.000-730.039	06/11/20	FAMILY FARM & HOME	CLAMPS, OIL, TARP, GOJO WIPES	654/54	06/11/20	83.95	72707
590-546.000-930.960	06/11/20	FAMILY FARM & HOME	CLAMPS, OIL, TARP, GOJO WIPES	646/54	06/11/20	17.96	72707
590-547.000-930.000	06/11/20	FAMILY FARM & HOME	CLAMPS, OIL, TARP, GOJO WIPES	654/54	06/11/20	4.99	72707
590-547.000-930.000	06/11/20	FAMILY FARM & HOME	CLAMPS, OIL, TARP, GOJO WIPES	644/54	06/11/20	29.99	72707
						<u>136.89</u>	
Total For Check 72707							
Check 72708							
582-000.000-202.000	06/02/20	FRITSCH, MATT D	UB refund for account: 014671	06/02/2020	06/11/20	78.99	72708
						<u>78.99</u>	
Total For Check 72708							
Check 72709							
582-543.000-930.000	06/11/20	GELZER & SON INC	HARDWARE	C372470	06/11/20	48.98	72709
582-544.000-726.800	06/11/20	GELZER & SON INC	HARDWARE	C367480	06/11/20	15.52	72709

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 72709							
582-544.000-726.800	06/11/20	GELZER & SON INC	HARDWARE	C372470	06/11/20	70.58	72709
590-175.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	A226171	06/11/20	23.47	72709
590-175.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C368857	06/11/20	34.99	72709
590-175.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	A226217	06/11/20	24.98	72709
590-175.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C368820	06/11/20	10.18	72709
590-546.000-930.970	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C369634	06/11/20	59.99	72709
590-546.000-930.970	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C361724	06/11/20	(11.99)	72709
590-547.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C368748	06/11/20	7.99	72709
590-547.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C371827	06/11/20	26.99	72709
590-547.000-930.000	06/11/20	GELZER & SON INC	PLUMBING SUPPLIES,WEED KILLER, SPOT:	C369676	06/11/20	104.85	72709
Total For Check 72709						416.53	
Check 72710							
591-544.000-930.000	06/11/20	GERKEN MATERIAL, INC	HMA 153 HILLSDALE STREET WATER LINE	171048	06/11/20	139.40	72710
Total For Check 72710						139.40	
Check 72711							
590-547.000-726.900	06/11/20	HEFFERNAN SOFT WATER SERVICE	DISTILLED WATER WWTP LAB	237	06/11/20	17.50	72711
590-547.000-726.900	06/11/20	HEFFERNAN SOFT WATER SERVICE	DISTILLED WATER WWTP LAB	250	06/11/20	17.50	72711
Total For Check 72711						35.00	
Check 72712							
591-175.000-905.000	06/11/20	HILLSDALE MEDIA GROUP	WATER QUALITY REPORT NOTICE	2005-00000849	06/11/20	101.80	72712
Total For Check 72712						101.80	
Check 72713							
582-544.000-801.000	06/11/20	HILLSDALE TOWNSHIP FIRE DEPART	DOWNED WIRE RUNS	020043	06/11/20	300.00	72713
Total For Check 72713						300.00	
Check 72714							
582-175.000-801.000	06/11/20	HOOP LAWN & SNOW, LLC	MOWING	05312020	06/11/20	1,600.00	72714
Total For Check 72714						1,600.00	
Check 72715							
591-544.000-801.000	06/11/20	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM SE	0057334-IN	06/11/20	1,333.00	72715
Total For Check 72715						1,333.00	
Check 72716							
582-544.000-930.000	06/11/20	KENDALL ELECTRIC	LED REPLACEMENTS PP	S109129388.001/S:	06/11/20	478.33	72716
Total For Check 72716						478.33	
Check 72717							
582-000.000-249.100	06/11/20	LARA - MI PUBLIC SERVICE COMM	"LIEAF-6099 MAY 2020 P.A. 95"	05/31/2020	06/11/20	5,492.11	72717
Total For Check 72717						5,492.11	
Check 72718							
582-000.000-202.000	06/01/20	LENNOX, MATTHEW S	UB refund for account: 024503	06/01/2020	06/11/20	74.09	72718
Total For Check 72718						74.09	
Check 72719							
582-175.000-726.007-CV	06/11/20	LOU'S GLOVES, INC	GLOVES	035926-BPU	06/11/20	30.25	72719
590-175.000-726.007-CV	06/11/20	LOU'S GLOVES, INC	GLOVES	035926-BPU	06/11/20	15.13	72719
591-175.000-726.007-CV	06/11/20	LOU'S GLOVES, INC	GLOVES	035926-BPU	06/11/20	15.12	72719

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 72719							
Total For Check 72719						60.50	
Check 72720							
582-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0004	06/11/20	97.00	72720
582-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0003	06/11/20	91.16	72720
590-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0004	06/11/20	48.50	72720
590-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0003	06/11/20	45.58	72720
591-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00074-0004	06/11/20	48.50	72720
591-175.000-880.000	06/11/20	MCKIBBIN MEDIA GROUP	ADS	131-00079-0003	06/11/20	45.57	72720
Total For Check 72720						376.31	
Check 72721							
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13765	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13792	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13689	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13917	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13997	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	14177	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	14361	06/11/20	286.50	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13627	06/11/20	168.25	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	14108	06/11/20	433.00	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	14281	06/11/20	404.75	72721
590-547.000-801.000	06/11/20	MERIT LABORATORIES	BEF COMPLIANCE, MONTHLY LLHG	13756	06/11/20	210.00	72721
Total For Check 72721						3,221.50	
Check 72722							
582-175.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2971514953	06/11/20	90.77	72722
590-175.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2971514953	06/11/20	45.38	72722
590-547.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2972588696	06/11/20	632.06	72722
590-547.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2972907422	06/11/20	54.77	72722
591-175.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2971514953	06/11/20	45.38	72722
591-544.000-920.400	06/11/20	MICH GAS UTILITIES	NATURAL GAS UTILITY	2974447410	06/11/20	310.65	72722
Total For Check 72722						1,179.01	
Check 72723							
582-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	998752	06/11/20	51.22	72723
582-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	COLLECTION TRANSACTIONS	173800000097	06/11/20	28.08	72723
590-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	998752	06/11/20	25.61	72723
590-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	COLLECTION TRANSACTIONS	173800000097	06/11/20	14.04	72723
591-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	MONTHLY PROCESSING	998752	06/11/20	25.62	72723
591-175.000-801.000	06/11/20	ONLINE INFORMATION SERVICES	COLLECTION TRANSACTIONS	173800000097	06/11/20	14.03	72723
Total For Check 72723						158.60	
Check 72724							
590-546.000-730.039	06/11/20	PARNEY'S CAR CARE	OIL CHANGE 39-56 WWTP F150	65660	06/11/20	57.00	72724
Total For Check 72724						57.00	
Check 72725							
582-000.000-202.000	06/01/20	PARNEY, TRACEY L	UB refund for account: 026281	06/01/2020	06/11/20	77.00	72725
Total For Check 72725						77.00	
Check 72726							
582-544.000-730.000	06/11/20	PERFORMANCE AUTOMOTIVE	OIL FILTER TAIL LIGHT	10284-1319998	06/11/20	83.76	72726
582-544.000-730.000	06/11/20	PERFORMANCE AUTOMOTIVE	OIL FILTER TAIL LIGHT	10284-1321388	06/11/20	20.69	72726

06/11/2020 10:09 AM
 User: gkeasal
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 05/29/2020 - 06/11/2020
 JOURNALIZED OPEN AND PAID
 BANK CODE: BPUAP

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 72726							
590-546.000-930.980	06/11/20	PERFORMANCE AUTOMOTIVE	OIL, FILTERS,PUMP LUBE, BLASTER	10284-1322579	06/11/20	28.58	72726
590-546.000-930.980	06/11/20	PERFORMANCE AUTOMOTIVE	OIL, FILTERS,PUMP LUBE, BLASTER	10284-1322426	06/11/20	37.97	72726
590-547.000-930.000	06/11/20	PERFORMANCE AUTOMOTIVE	OIL, FILTERS,PUMP LUBE, BLASTER	10284-1322148	06/11/20	20.68	72726
590-547.000-930.000	06/11/20	PERFORMANCE AUTOMOTIVE	OIL, FILTERS,PUMP LUBE, BLASTER	10284-1322426	06/11/20	7.29	72726
Total For Check 72726						198.97	
Check 72727							
582-000.000-110.000	06/11/20	POWERLINE SUPPLY	INVENTORY	56470624	06/11/20	366.50	72727
582-000.000-110.000	06/11/20	POWERLINE SUPPLY	INVENTORY	56469607	06/11/20	486.15	72727
582-000.000-110.000	06/11/20	POWERLINE SUPPLY	INVENTORY	56473266	06/11/20	2,429.86	72727
582-544.000-726.800	06/11/20	POWERLINE SUPPLY	TESTING RUBBER GOODS AND STICKS	56470916	06/11/20	784.58	72727
582-544.000-726.800	06/11/20	POWERLINE SUPPLY	TESTING RUBBER GOODS AND STICKS	56467664	06/11/20	51.00	72727
Total For Check 72727						4,118.09	
Check 72728							
582-175.000-801.000	06/11/20	QUADIENT LEASING USA, INC	LEASE	N8332628	06/11/20	637.47	72728
590-175.000-801.000	06/11/20	QUADIENT LEASING USA, INC	LEASE	N8332628	06/11/20	318.74	72728
591-175.000-801.000	06/11/20	QUADIENT LEASING USA, INC	LEASE	N8332628	06/11/20	318.73	72728
Total For Check 72728						1,274.94	
Check 72729							
582-000.000-202.000	06/01/20	SCHEUER, ISAIAH J	UB refund for account: 023415	06/01/2020	06/11/20	73.28	72729
Total For Check 72729						73.28	
Check 72730							
582-175.000-801.200	06/11/20	SONIT SYSTEMS, LLC	NETADMIN - MAY 2020	60586-BPU	06/11/20	228.38	72730
590-175.000-801.000	06/11/20	SONIT SYSTEMS, LLC	NETADMIN - MAY 2020	60586-BPU	06/11/20	114.19	72730
591-175.000-801.000	06/11/20	SONIT SYSTEMS, LLC	NETADMIN - MAY 2020	60586-BPU	06/11/20	114.18	72730
Total For Check 72730						456.75	
Check 72731							
591-544.000-930.000	06/11/20	SPRATT'S	BACKHOE KEYS	163885	06/11/20	10.00	72731
Total For Check 72731						10.00	
Check 72732							
582-544.000-801.000	06/11/20	TRACKER SOFTWARE CORPORATION,	BPU 50% DOWN PAYMENT PUBWORKS SOFTW.	424-001 BPU	06/11/20	3,006.25	72732
590-175.000-801.000	06/11/20	TRACKER SOFTWARE CORPORATION,	BPU 50% DOWN PAYMENT PUBWORKS SOFTW.	424-001 BPU	06/11/20	1,503.12	72732
591-175.000-801.000	06/11/20	TRACKER SOFTWARE CORPORATION,	BPU 50% DOWN PAYMENT PUBWORKS SOFTW.	424-001 BPU	06/11/20	1,503.13	72732
Total For Check 72732						6,012.50	
Check 72733							
582-544.000-930.546	06/11/20	UIS PROGRAMMABLE SERVICES	SERVICES FOR 177 TRIP	530360449	06/11/20	1,144.00	72733
Total For Check 72733						1,144.00	
Check 72734							
591-545.000-727.200	06/11/20	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE	T0909503	06/11/20	1,550.00	72734
Total For Check 72734						1,550.00	
Check 72735							
591-545.000-801.000	06/11/20	UTILITIES INSTRUMENTATION SER\	DOWNLOAD PROGRAM, TEST PUMP CONTROL	530360363	06/11/20	572.00	72735
Total For Check 72735						572.00	
Check 72736							
582-175.000-801.000	06/11/20	MILSOFT	WINDMIL ANNUAL SUPPORT 2020/2021 MI	20202461	06/11/20	7,600.00	72736

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Invoice Age: Less Than 30 Days							
Check 72736							
582-544.000-801.000	06/11/20	MILSOFT	6-1-2020 IVR SUPPORT MILSOFT	20202715	06/11/20	258.08	72736
582-544.000-801.000	06/11/20	MILSOFT	6-1-2020 DISPATCH SUPPORT MILSOFT	20202559	06/11/20	666.67	72736
590-546.000-801.000	06/11/20	MILSOFT	6-1-2020 IVR SUPPORT MILSOFT	20202715	06/11/20	129.04	72736
591-175.000-801.000	06/11/20	MILSOFT	6-1-2020 IVR SUPPORT MILSOFT	20202715	06/11/20	129.03	72736
Total For Check 72736						8,782.82	
Check 72737							
582-175.000-925.000	06/11/20	VERIZON WIRELESS	CELL PHONES	9855770587	06/11/20	611.53	72737
590-175.000-925.000	06/11/20	VERIZON WIRELESS	CELL PHONES	9855770587	06/11/20	155.14	72737
591-175.000-925.000	06/11/20	VERIZON WIRELESS	CELL PHONES	9855770587	06/11/20	155.15	72737
Total For Check 72737						921.82	
Check 72738							
582-000.000-202.000	06/01/20	WELLS, TIMOTHY S	UB refund for account: 014346	06/01/2020	06/11/20	488.67	72738
Total For Check 72738						488.67	
Check 72739							
582-544.000-801.300	06/11/20	WRIGHT TREE SERVICE	TREE TRIMMING	052082695	06/11/20	4,112.40	72739
582-544.000-801.300	06/11/20	WRIGHT TREE SERVICE	TREE TRIMMING	052084903	06/11/20	4,112.40	72739
582-544.000-801.300	06/11/20	WRIGHT TREE SERVICE	TREE TRIMMING	052087013	06/11/20	4,009.59	72739
Total For Check 72739						12,234.39	
Check 72740							
590-547.000-930.000	06/11/20	WSG SOLUTIONS	DIFFUSER ASSEMBLY	7315	06/11/20	510.00	72740
Total For Check 72740						510.00	
Total For Age Less Than 30 Days						162,397.26	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 582 ELECTRIC FUND			124,034.13		
			Fund 590 SEWER FUND			19,122.65		
			Fund 591 WATER FUND			19,240.48		
Total For All Funds:							162,397.26	
--- TOTALS BY GL DISTRIBUTION ---								
582-000.000-040.000			ACCOUNTS RECEIVABLE			65.28		
582-000.000-110.000			INVENTORY			3,282.51		
582-000.000-202.000			ACCOUNTS PAYABLE			924.03		
582-000.000-249.100			LOW INCOME ENERGY ASSISTANCE			8,041.12		
582-000.000-265.000			ACCRUED SALES TAX			27,132.06		
582-000.000-693.000			MISC NON-OPERATING INCOME			(135.66)		
582-175.000-726.000			SUPPLIES			16.82		
582-175.000-726.007-CV			SUUPPLIES - COVID 19			594.22		
582-175.000-801.000			CONTRACTUAL SERVICES			11,818.76		
582-175.000-801.200			COMPUTER			274.14		
582-175.000-820.000			PILOT			50,127.73		
582-175.000-880.000			COMMUNITY PROMOTION			188.16		
582-175.000-920.400			UTILITIES - GAS			90.77		
582-175.000-925.000			TELEPHONE			761.77		
582-175.000-930.000			REPAIRS & MAINTENANCE			110.00		
582-543.000-861.000			TRAINING & SEMINARS			43.00		
582-543.000-930.000			REPAIRS & MAINTENANCE			448.98		
582-544.000-726.800			SUPPLIES - OPERATIONS			1,197.31		
582-544.000-730.000			VEH./EQUIP. MAINT. SUPPLIES			153.42		
582-544.000-740.000			FUEL AND LUBRICANTS			605.55		
582-544.000-801.000			CONTRACTUAL SERVICES			4,231.00		
582-544.000-801.300			TREE TRIMMING			12,234.39		
582-544.000-930.000			REPAIRS & MAINTENANCE			684.77		
582-544.000-930.546			REPAIRS & MAINANCE - SUBSTATIONS			1,144.00		
590-175.000-726.000			SUPPLIES			8.41		
590-175.000-726.007-CV			SUUPPLIES - COVID 19			15.13		
590-175.000-801.000			CONTRACTUAL SERVICES			2,926.68		
590-175.000-801.200			COMPUTER			22.87		
590-175.000-820.000			PILOT			9,433.74		
590-175.000-880.000			COMMUNITY PROMOTION			94.08		
590-175.000-920.400			UTILITIES - GAS			45.38		
590-175.000-925.000			TELEPHONE			321.94		
590-175.000-930.000			REPAIRS & MAINTENANCE			148.62		
590-546.000-730.039			BPU VEHICLE MAINT/SUPPLIES			140.95		
590-546.000-801.000			CONTRACTUAL SERVICES			129.04		
590-546.000-930.960			REPAIRS & MAINT. - SEWER MAINS			37.50		
590-546.000-930.970			REPIARS & MINAT. - MANHOLES			48.00		
590-546.000-930.980			REPIARS & MAINT. - SERVICE LINES			66.55		
590-547.000-726.900			SUPPLIES - LABORATORY			35.00		
590-547.000-740.000			FUEL AND LUBRICANTS			47.65		
590-547.000-801.000			CONTRACTUAL SERVICES			4,201.50		
590-547.000-920.400			UTILITIES - GAS			686.83		
590-547.000-930.000			REPAIRS & MAINTENANCE			712.78		
591-175.000-726.000			SUPPLIES			8.40		
591-175.000-726.007-CV			SUUPPLIES - COVID 19			15.12		
591-175.000-801.000			CONTRACTUAL SERVICES			3,055.71		
591-175.000-801.200			COMPUTER			22.87		
591-175.000-820.000			PILOT			6,698.85		
591-175.000-880.000			COMMUNITY PROMOTION			94.07		
591-175.000-905.000			PUBLISHING / NOTICES			101.80		
591-175.000-920.400			UTILITIES - GAS			45.38		

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 05/29/2020 - 06/11/2020
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		591-175.000-925.000	TELEPHONE			321.95	
		591-175.000-930.000	REPAIRS & MAINTENANCE			55.00	
		591-544.000-740.000	FUEL AND LUBRICANTS			335.89	
		591-544.000-801.000	CONTRACTUAL SERVICES			1,583.00	
		591-544.000-920.400	UTILITIES - GAS			310.65	
		591-544.000-930.000	REPAIRS & MAINTENANCE			7.54	
		591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE			1,550.00	
		591-545.000-727.400	SUPPLIES - PHOSPHATE			4,262.02	
		591-545.000-801.000	CONTRACTUAL SERVICES			739.43	
		591-545.000-930.000	REPAIRS & MAINTENANCE			32.80	

CITY COUNCIL MINUTES

City of Hillsdale
Hillsdale Community Library
June 15, 2020
7:00 P.M.

Regular Meeting
ELECTRONIC MEETING (COVID-19)

Call to Order and Pledge of Allegiance

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

Roll Call

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

Council Members present: Adam Stockford, Mayor
R. Gregory Stuchell, Ward 1
Tony Vear, Ward 1
William Morrissey, Ward 2
Cynthia Pratt, Ward 2
Bruce Sharp, Ward 3
William Zeiser, Ward 3
Raymond Briner, Ward 4
Matthew Bell, Ward 4

Council Members absent: None

Present at Library: David Mackie (City Manager), Attorney Tom Thompson, Katy Price (City Clerk), Brandon Janes (IT Department), Mark Hawkins (Fire Department), Michelle Loren (Recreation Director), Jake Hammel (DPS Director), Chris McArthur (BPU Director), Penny Swan, Mathew Mclain, Jack Mclain and Mark Nichols.

Present electronically: Kristin Bauer (City Engineer), Ken Keseal (Safety Coordinator), Bonnie Tew (Finance Director), Alan Beeker (Planning/Zoning Administrator), Jason Blake (DPS Foreman), Ruth Brown, Eric Moore, Dennis Wainscott, Jeff Kunkle and Russell Picek.

Approval of Agenda

Mayor Stockford requested New Business item J. Fourth of July Parade be added.

Motion to approve the agenda as amended by Council Member Bell, seconded by Council Member Morrissey.

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

Motion passed 9-0.

Motion by Council Member Morrissey, seconded by Council Member Briner to approve the agenda as presented.

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

Council Member Morrisey	Aye
Council Member Zeiser	Aye
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Bell	Aye
Council Member Briner	Aye

Motion passed 9-0.

Public Comment

No Public Comment.

Consent Agenda

- A. Approval of Bills
 - 1. City Claims of May 28, 2020: \$167,989.73
 - 2. BPU Claims of May 28, 2020: \$131,288.74
 - 3. Payroll of May 28, 2020: \$173,254.56
- B. City Council Minutes of June 1, 2020
- C. Finance Minutes of June 1, 2020
- D. BPU Dixon Engineering Service Agreement
- E. BPU Water Treatment Plant Filter #1 and #3 Media Replacement
- F. BPU Water/Sewer Distribution Service Truck Replacement
- G. TCO 2020-14 Sandy Beach Stop Sign
- H. 2020 Summer Tax Special Assessment Roll

Motion by Council Member Morrisey, seconded by Council Member Bell to approve the consent agenda as presented.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrisey	Aye
	Council Member Zeiser	Aye
	Council Member Sharp	Aye
	Council Member Pratt	Aye
	Council Member Bell	Aye
	Council Member Briner	Aye

Motion passed 9-0.

Communications/Petitions

- A. House Bill 5810- Treasurer Summary

The items of communications were received for informational purposes only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Public Hearing: ICE Grant Accomplishments

Mayor Stockford opened podium at 7:07 p.m.

No public comment, Jack Hammel addressed Council and stated that there were ups and downs and it was a learning curve.

Council member Sharp stated the water flow has been an issue with the creek through Rippon Avenue.

Council Member Briner suggested to research the background of the contractors further to help in aiding the issues that the City faced on the project.

Council Member Zeiser thanked staff on getting the job completed.

Mayor Stockford stated that he made friends and got to know more of the residents on Rippon Avenue due to this project. He mentioned that the residents of the street are happy with the final outcome of the project.

Mayor Stockford closed the public hearing at 7:15 p.m.

Old Business

A. Reopening Procedures Policy

City Manager Mackie presented the revised policy.

Council member Bell questioned Appendix C. under General Information which states, “Personal guests will not be allowed in any public facility”.

Ken Keseal, Safety Coordinator stated that guest will need to be screened in the workplace of an employee.

Attorney Thompson, specified that a “guest” would be a visitor coming in to an employee work space such as an office and not the public spaces like conference room or council chambers.

Further Council discussion ensued on the language of the policy.

Motion by Council Member Bell, seconded by Council Member Sharp to approve the Reopening Policy with the revisions of changing the “Visitor” section, second paragraph to “The City encourages members of the public that are able to medically tolerate a face covering, to wear a covering over his or her nose and mouth, such as a scarf, bandana, handkerchief, or homemade mask, while present in any enclosed public space within a City-owned building.” As well as in Appendix C under “General Information” to strike the first line about personal guests.

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

Motion passed 9-0.

B. 2019-20 Budget Amendment Resolution

City Manager Mackie reviewed the budget amendments with council.

Motion by Council Member Bell, seconded by Council Member Vear to approve the 2019-20 budget amendments as presented. **Resolution 3420.**

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Sharp	Aye

Council Member Pratt	Aye
Council Member Bell	Aye
Council Member Briner	Aye

Motion passed 9-0.

C. Fields of Dreams, Sandy Beach and Baseball/Softball Programs

Michelle Loren, Recreation Director reviewed the summer recreation line up with Council. She mentioned that the dock spaces income has increased drastically this year.

Loren stated she has been working with the health department on proper protocol with COVID-19.

Further discussion ensued on Fields of Dreams.

Council member Zeiser thanked Michelle Loren for a good job done on trying to preserve programs and parks on what is left of summer.

No action taken.

New Business

A. July 3rd Fireworks Display

Chief Hephner updated Council on the event. There will be no parade or fairground activities. Due to social distancing and executive orders. The fireworks will be displayed at dusk, 10:15 p.m. with a 15 minutes show.

City manager Mackie mentioned that the All American Celebration Committee has a “Go Fund Me” online fundraiser for the fireworks.

Motion by Council Member Bell, seconded by Council Member Morrissey to approve the Fireworks Display.

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

Motion passed 9-0

B. Bid for City Hall Walls/Floor Repair

Jacob Hammel, DPS director reviewed the city hall walls and floor repair bid and suggested approving the lowest bidder, JG Morris Jr. in the amount of \$39,749.00

Motion by Council Member Bell, seconded by Council Member Sharp to approve the City Hall Walls/Floor Repair bid in the amount of \$39,749.00 to JG Morris Jr.

Roll call:	Mayor Stockford	Aye
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Sharp	Aye

Council Member Pratt	Aye
Council Member Bell	Aye
Council Member Briner	Aye

Motion passed 9-0.

C. BPU Additional Transformer LTC Maintenance

Motion by Council Member Sharp, seconded by Council Member Vear to approve the purchase of additional parts and maintenance to be performed by Sunbelt-Solomon in the amount of \$25,180.

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

Motion passed 9-0.

D. BPU Lead Line Water Service Replacements

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the contract with RJT Construction Co. of Jackson, MI in the amount of \$94,830.00.

Roll call:	Mayor Stockford	No
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Sharp	Aye
	Council Member Pratt	Aye
	Council Member Bell	Aye
	Council Member Briner	Aye

Motion passed 8-1.

E. BPU Utility Pot Holing

Motion by Council Member Bell, seconded by Council Member Sharp to award of this contract to the low bidder, Taplin Group, LLC of Kalamazoo, MI in the amount of \$140.00/Unit to complete approximately 1,000 water service potholes in 2020.

Roll call:	Mayor Stockford	No
	Council Member Stuchell	Aye
	Council Member Vear	Aye
	Council Member Morrissey	Aye
	Council Member Zeiser	Aye
	Council Member Sharp	Aye
	Council Member Pratt	Aye
	Council Member Bell	Aye
	Council Member Briner	Aye

Motion passed 8-1.

F. BPU Purchase of 477 Hawk Wire

Motion by Council Member Bell, seconded by Council Member Briner to approve the Purchase of 12,000' of 477 HAWK wire from Powerline Supply for (.90/ft) = \$10,800.00.

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

Motion passed 9-0.

G. Barry Hill Recognition Resolution

Mayor Stockford read the recognition resolution aloud and thanked Mr. Hill for many years of service to the city.

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the recognition resolution for Barry Hill. **Resolution 3421.**

By a voice vote, the motion passed unanimously.

H. Police Appreciation Resolution

Council Member Bell presented a resolution to show appreciation for the police in this time of turmoil in our country. Bell thanked the city police force for showing exemplary service.

Motion by Mayor Stockford, seconded by Council Member Briner to approve the Police Appreciation resolution. **Resolution 3422.**

By a voice vote, the motion passed unanimously.

Mayor Stockford read the approved resolution aloud.

I. Set Public Hearing to Declare 69 & 69.5 Westwood Street a Public Nuisance

Alan Beeker, code enforcement officer, addressed the conditions of the property. He along with Deputy Fire Chief Hawkins were called by one of the tenants of the property to do an inspection as she was concerned for her health.

Beeker presented the inspection results and stated the property was tagged and deemed uninhabitable after the inspection.

Deputy Fire Chief Hawkins reviewed the inspection items in detail. Stated that the tenant was washing dishes in the bath tub as the kitchen sink was not usable.

Council Member Sharp mentioned the neighbors are upset seeing the property in the poor condition it's been in.

Further Council discussion ensued.

Motion by Council Member Sharp, seconded by Council Member Zeiser to set a public hearing for Monday, July 6, 2020 to declare 69 & 69 Westwood Street a public nuisance.

By a voice vote, the motion passed unanimously.

J. Fourth of July Parade Discussion

Mayor Stockford stated he was approached by an individual that would sponsor the parade this year.

Chief Hephner mentioned traffic control orders would need to be in place and reviewed parade routes that were used by other organizations in the past. Jake Hammel DPS director stated barricades would be needed and wasn't sure if the department had enough in reserve depending on the size of the parade.

Mayor Stockford stated it would be on July 3rd as previous years if approved.

Further Council discussion ensued.

A June 30, 2020 electronic special council meeting to approve the traffic control order, right of way permit, use agreement and liability insurance was discussed with no action taken.

Miscellaneous Reports

A. Proclamation – None

B. Appointments- Margaret Braman and Mathew Mclain to the TIFA Board.

Motion by Council member Briner, seconded by Council member Bell to approve the appointments as presented

By a voice vote, the motion passed unanimously.

C. Other – None

General Public Comment

Dennis Wainscott, 34 Garden Street, asked if yards that are damaged by the lead line installation to the homes will be fixing from the work being done.

Mark Nichols, Adams Township, asked council to remember constitutional oaths and encouraged council to support the constitution.

Jake Mclain, thanked council for appointing his grandson to the TIFA board. He asked council to look at expanding the requirements for the TIFA board. He mentioned that downtown parking is an issue.

Penny Swan, 8 S. Manning Street, stated the Nazarene Church is having a Nascar event. Sunday, June 21, 2020. All are welcome.

Chris McArthur, BPU director, addressed Mr. Wainscott's questions and stated that the contractor will fix any yards that are damaged due to the lead line work. McArthur mentioned that starting July 1st, 2020 BPU will resume shut offs as it was on pause due to COVID 19. Asked residents to call the offices if they have any questions.

City Manager's Report

Mr. Mackie reviewed that two BPU crews assisted Consumers to help aid with the recent power outages.

Mr. Mackie stated Westwood Street properties haven't had much to any progress to date.

City Manager Mackie Fayette Street project is schedule to go out to bid in July 2020.

The Dawn Theater construction has started and water lines are being installed and masonry work to be done soon.

The Public Services committee will have an items at the next council meeting on plantings in the right of way.

City Manager Mackie and Mayor Stockford will attend a celebration of retirement for Mr. Duke Anderson, CEO of Hillsdale Hospital.

Council Comments

Council member Morrisey commented on street barriers and suggested to check with the TIFA board to see if they would be interested in investing in the barriers to help businesses downtown during this time.

Council member Briner commented that the Exchange Club is teaming up with the City on a new basketball court on Union Street and an ice rink for the winter.

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 9: 21 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

Airport Advisory Committee meeting 3-7-2020

Members Present: Bruce Sharp, Mike Prince, Monico Lopez . Steve Vear, Brandon Deasy, Paul Taylor, Manager, Ginger Moore Airport manager.

Prayer – Pastor Mike Prince

Pledge of Allegiance – All

No Public Comments - Shared

Introductions of all present Members

Appointment of a New Chair: Brandon Deasy made the Motion to appoint Monico Lopez as chair. Second by Paul Taylor – All in favor! Motion passed.

Conversation about adding a playground area – Sand Box, Swing set. Etc for the children.

Conversation concerning how coffee will be provided during the fly in and inviting other vendors to be part of it. Possibly having coffee as part of the breakfast, and specialty coffees being sold in a different area of the airport with other vendors. Also talked about having the car show here during that time. There will be no craft show, just food vendors.

Conversation about how to bring more people to the Airport.

Ginger Moore Airport manager: Please see this report – Handed out to all Committee members.

Topics included in Managers report:

- Fuel totals for 2019
- Fuel facility relocation and expansion - received two bids
- Midwest collegiate cycling conference
- update on field rules and regulations
- Scott and Ginger attended the Michigan Association of Airport executives meeting February 19 and 20th
- information about the Collins foundation air tour in its early stages of preparation
- Patriots' Day fly in 2020 September 13, 2020
- Talked about the Importance of having the Fuel truck.
- Information about Race – set up by the college – using the Airport
- Discussion about putting a Porta Potty out near the fuel Farm – Research by Paul
- Camera's needed or not? – Discussion

Secretaries Report: Motion made by Steve Vear – Second by Bruce Sharp – All in favor – Motion passed.

Next meetings Scheduled - June 6, 10 am, Sept 19, 10 am, Dec 5, at 10 am

Public Comments: Penny Swan – Shared Good meeting!

Motion to Adjourn: Monico Lopez, Seconded by Steve Vear. All in Favor – Passed!

AAC Secretary Mike Prince

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: City Hall conference room

DATE: June 15, 2020

TIME: 630 PM

PRESENT

COUNCIL: Bruce Sharp, Ray Briner and Tony Vear

STAFF: David Mackie City Manager, Scott Hepner Police and Fire Chief, Bonnie Tew Finance Director and Chris McArthur BPU Director

PUBLIC: None

BOARD OF PUBLIC UTILITIES ACCOUNTS PAYABLE:

Check (none) This was for a return of an item that resulted in a credit on the account,

Check 72695 For the monthly billing done on behalf of the BPU.

Check 72702 This is for the leased copiers, maintenance and ink for such. It is more cost effective to lease as apposed to purchasing.

Check 72710 Hot Mix Asphalt.

Check 72712 This is required to be done annually.

Check 72721 Testing at Bob Evans Farms that is required. City is reimbursed for these costs.

Check 72727 For power lines that need to be replaced and electrical supplies.

Check 72732 This is for the software for the maintenance tracking on vehicles.

Approved by council.

Check 72736 Company supplying the software for the Electric. It is an annual fee.

Check 72379 Trimming trees in the city, as well as out to Pittsford.

Motion by Vear and seconded by Briner Passed 3-0

CITY OF HILLSDALE ACCOUNTS PAYABLE

Check 83092 For waterline and concrete.

Check 83093 Prior to hiring our engineer. Should be noted that our engineer was hired to assist in infrastructure improvements for the City.

Check 83096 Speakers used to communicate through glass that was required for personal protection of staff because of Covid.

Check 83101 City wide mowing.

Check 83106 Monthly cleaning for the city and the Library were recent meetings have been held.

Check 83112 Glass installed at the library at the book check out to keep the librarian safe.

Check 83117 Lawn mowing at the Field of Dreams.

Check 83123 Nine rentals located at the cemetery and the parks.

Check 83124 Street department and is allowed up to \$300 annually.

Check 83127 Quarterly fee that allows staff to access files of the Michigan State Police.

Check 83139 This is the tacker software approved by council and shared with the BPU. (Each pays half)

Motion by Briner and seconded by Vear Passed 3 to 0

Discussed the Banking RFP Summary for the current City and BPU accounts.

The city can realize savings by transferring BPU's accounts to SMBT.

Voted to recommend that Council approve switching to Southern Michigan Bank and Trust for the next 3 year term with the possibility of a 2 year extension. Motion by Vear and seconded by Sharp. Passed 2 to 0 (Briner abstained)

PUBLIC COMMENT: None

Motion by Sharp and seconded by Vear to adjourn. Passed 3-0

ADJOURNMENT: 6:49PM

Next Meeting

June 29, 2020

To be determined

Minutes prepared by Tony Vear acting secretary.



CITY OF HILLSDALE

Economic Development Corporation (EDC) MINUTES

REGULAR MEETING

CITY HALL, 97 N. BROAD ST., 2ND FLOOR

February 20, 2020 at 7:30 am

Members Present: Matt Granata, Dean Affholter, John Condon, Barry Hill, Andrew Gelzer, Rachel Lott, David Loader, Rich Moeggenberg, Amanda Janes, Ed Sumnar

Others Present: Kelly LoPresto, Economic Development Coordinator

Guest: Lon King, Mr. Troy Reehl, ISD Superintendent

Meeting called to order at 7:33 a.m.

A. PUBLIC COMMENT ON AGENDA ITEMS - Mr. King discussed the importance of ditching a home. He would like to see it formally included in the Three Meadows Rights and Restrictions and enforced. Mr. King advised he is willing to serve on the Architectural Control Committee and assist with adding ditching in the Rights and Restrictions and enforce it.

B. CONSENT AGENDA

1. Approval of Minutes: Regular EDC Meeting December 19, 2019
2. Approval of Minutes: Manufacturing & Technology Committee January 24, 2020
3. Financial Statements as of January 31, 2020

Mr. Hill made a motion to approve the consent agenda. Mrs. Lott seconded. Motion passed.

C. COMMUNICATION

1. Vocational Education Millage Information – Mr. Reehl gave a brief presentation on the ISD Vocational millage.
2. City of Hillsdale Spring Newsletter
3. Hillsdale Community Schools Winter Newsletter.
4. Hillsdale BPA Donation Thank You Letter
5. New Year's Eve Bash Thank you Letter
6. MiCareerQuest Event Information
7. Skilled Trades Fair Flyer
8. Census Flyer
9. Joint Work Session of January 25, 2020 – The board discussed ways to communicate the vision, goals and objectives. Some suggestions were to include on EDC agendas as well as TIFA and Planning Commission, email out to City Council and other boards, and maybe include in the City Newsletter.

D. OLD BUSINESS

1. Fiber – Mr. Hill advised waiting to meet with a developer from Lansing that is interested in looking at a public/private partnership on the Fiber project.
2. Three Meadows –
 - a. Homeowners Association –Mr. Greg Bailey is still working on forming the HOA.

E. NEW BUSINESS

1. **Budget** – The 2020/2021 budget was presented. Mr. Sumnar made a motion to approve the budget as presented. Mr. Granata seconded. Motion passed.
2. **EDC Goals for 2020/2021**
 - a. Conduct a minimum of six retention / good will visits with a resident of the Manufacturing and Technology Park by 12/31/20
 - b. Chair one Joint meeting between EDC, ISD, Hillsdale Community Schools and Jackson College for purpose of creating at least one new avenue for retaining talent locally by 10/30/20.
 - c. Share EDC Goals and subsequent bi-monthly updates with Council, TIFA, Planning Commission starting April 30, 2020
 - d. Fiber – develop two initiatives to promote the Fiber project by August 1, 2020.
 - e. Provide Financial Support to at least three Trade and /or Technical Training programs for purpose of skill and labor retention of area, by 12/31/2020.
 - f. Install at least two Phase I signs in support of the City wide Wayfinding Sign Project by 12/31/20.
 - g. Develop a go-forward plan for the Phases II and III for Three Meadows by 12/31/2020.
3. Board Member replacement – The board discussed potential board members.
4. Three Meadows Mowing – Mr. Granata made a motion to approve Mr. Affholter to sign a contract for mowing at Three Meadows in the amount of up to \$2,500 for the 2020 mowing season. Mr. Loader seconded. Motion passed.
5. Realtor Listing Agreement – Mr. Moeggenberg made a motion to approve extending the listing agreement with Cathy Galloway on Lots 7 and 10 and the commercial lot at Three Meadows. Mr. Condon seconded. Motion passed.

F. COMMITTEE REPORTS

1. Three Meadows/ Architectural Control Committee – nothing at this time.
2. Manufacturing & Technology Park – A local farmer is interested in purchasing approximately five acres in the Park for farming.
Mr. Granata made a motion to deny the request to purchase the property at this time but in the future the farmer could bid on leasing the property to farm. Mrs. Janes seconded. Motion passed.
3. Business Review Committee/Other Projects – nothing at this time.

G. BOARD ROUND-TABLE/ECONOMIC DEVELOPMENT STERRING COMMITTEE UPDATE

1. Mrs. LoPresto went over a list of businesses that have relocated within in the City and a few properties that are available for sale.

H. PUBLIC COMMENT – Mr. King thanked the board on helping move all things forward. He said keep up the good work and continue moving forward.

I. Adjournment: Ms. Lott made a motion to adjourn at 9:22 a.m. Mr. Loader seconded. Motion passed.

Next Meeting: April 16, 2020



Planning Commission
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6440 Fax: (517) 437-6450

PLANNING COMMISSION MINUTES

(Go To Meeting On-line)

May 19, 2020 at 5:30 PM

Call to Order

Chairman Nutter called the meeting to order at 5:32pm.

Members present: Chairmen Sam Nutter, Vice Chairmen Eric Moore, Secretary Penny Swan, Commissioners Elias McConnell, Jacob Parker, Mayor Pro-Tem Will Morrissey, Ron Scholl.

Consent Items and Agenda

Public Comment

Public comment included in the packet via letters.

Approval of agenda as written, moved by Commissioner Morrissey, seconded by Commissioner Scholl, Agenda Approved.

Motion to approve the minutes of last meeting (February) made by Commissioner Swan, Seconded by Commissioner Parker, minutes approved.

Old Business

Short term rental resolution in disagreement with the State taking control of rentals.

Motion to support by Commissioner Morrissey, support by Commissioner Swan, motion passed.

New Business

58/60 West St discussion on re-zoning this area to enable the owners of the 2 buildings that need rehabbed to do the rehabilitation and add a business or 2 in that area.

Mr. and Mrs. Norton gave a brief synopsis on their plans for those two buildings and are asking about re-zoning that area.

Motion to pursue the re-zoning for 58/60 West St made by Chairman Nutter, seconded by Commissioner Scholl. Motion approved unanimously.

Zoning Administrator Report

Alan Beeker discussed some opening back up details from Covid-19 and money possibly available through grants. Alan Beeker also gave some details on the Dawn Theatre rehabilitation project.

Commissioner Comment

None

Public Comment

Jack McClain asked about the possibility of tax abatement on the 58/60 West St apartments, Jack also asked for more details on where apartments and any businesses would be in those buildings. Jack also asked about any remediation that may need to be done from the meth fire in that building.

Adjournment

Motion to adjourn by Commissioner Scholl, seconded by Commissioner Swan. Meeting adjourned at 6:27 PM.

Next meeting: June 16, 2020 at 5:30 pm.

*Your presence is requested
at
An Afternoon of Remembrance
for
Sally Fallon*



*Tuesday, Aug. 11, 2020, at 4 p.m.
Mrs. Stock's Park*

Program, Music, Refreshments

Please bring a chair, a mask and observe social distancing.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
LANSING

JEFF DONOFRIO
DIRECTOR

June 24, 2020

Ken Keasal
Safety Coordinator
City of Hillsdale
45 Monroe St.
Hillsdale, MI 49242

Dear Ken:

SUBJECT: MIOSHA MIWISH Grant Award

We are pleased to inform you that the City of Hillsdale has been chosen as a recipient of a MIOSHA MIWISH grant for FY 2020 in the amount of \$2,377.50.

If you wish to accept this award, please respond via e-mail indicating such. A grant contract will be e-mailed to you for your review and signature in the near future.

It is important to note that equipment should not be ordered or expenses incurred for this grant until the contract is signed by both parties.

We appreciate your interest in the MIWISH grant program and look forward to working with you.

Sincerely,

Samantha Birsén
MIOSHA Acting Grant Administrator

MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
TECHNICAL SERVICES DIVISION
530 W. ALLEGAN STREET • P.O. BOX 30643 • LANSING, MICHIGAN 48909-8143
OVERNIGHT MAIL ADDRESS: 2407 N. GRAND RIVER AVENUE • LANSING, MICHIGAN 48906
www.michigan.gov/miosha • Phone: (517) 284-7790 • Fax: (517) 284-7775

LEO is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

From: [David Mackie](#)
To: [Katy Price](#)
Date: Monday, June 29, 2020 10:53:39 AM
Attachments: [image002.png](#)
[image003.png](#)

Put under Communication on the agenda.

David E. Mackie
City Manager
97 N. Broad St.
Hillsdale, MI 49242
Phone: (517)437-6444
dmackie@cityofhillsdale.org



triangle logo footer



From: Comcast Heartland [mailto:Comcast_Heartland@comcast.com]
Sent: Friday, June 19, 2020 1:51 PM
Cc: Gardner, John <John_Gardner@comcast.com>
Subject: Comcast Programming Changes

Good afternoon,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes:

We were recently notified by Showtime that on July 15, 2020, they plan to cease providing SHO Beyond and will be launching SHO x BET. Like SHO Beyond, SHO x BET will be a secondary multiplex channel of the primary Showtime service and will replace SHO Beyond wherever it is currently offered.

And on or about July 28, 2020, we plan to add Recipe.TV, Justice Central and Comedy.TV to the Digital Starter level of service. Customers will need an IP-capable device (e.g., Xfinity X1) in order to view these new channels.

Please feel free to contact me at 734-359-2077 if you have any questions.

Sincerely,

John P. Gardner
Director, External Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

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.



Media Contact: DAVID MACKIE – 517-437-6444

July 1, 2020

City of Hillsdale, MSHDA partner to enhance our community

City of Hillsdale is utilizing a grant awarded by MSHDA to improve the City of Hillsdale

HILLSDALE, MICH. – The Michigan State Housing Development Authority (MSHDA) recently awarded City of Hillsdale Code Enforcement Department a grant totaling \$30,000 to provide assistance in development projects set to enhance the community through its Neighborhood Enhancement Program (NEP).

The NEP helps communities throughout Michigan by providing funding assistance to complete high-impact development projects directly tied to stabilizing and improving the local area.

Code Enforcement Department will use these funds to assist property owners in the purchase of materials and labor required to correct deficiencies and make improvements for exterior rehabilitation and repair. The projects are anticipated to be completed by December 31, 2020.

City Manager Mackie stated, “The City is very excited about receiving this grant. It will directly help our most needy residents fix up their homes by helping offset the high cost of repairs. This is a win-win for the residents and City of Hillsdale.”

NEP grants require that the projects and activities align with one or more of three core components including: housing enhancements; neighborhood beautification; and/or neighborhood public amenity enhancements.

The City of Hillsdale received these funds as part of a greater \$2 million award by MSHDA for projects that impact communities across the state.

“We are pleased to offer our support to City of Hillsdale as it works to improve and beautify the community,” said Gary Heidel, acting executive director of MSHDA. “The NEP’s purpose is to improve the quality of life for local residents through impactful development projects. We look forward to witnessing the positive changes that will result from this partnership.”

###



About City of Hillsdale Code Enforcement Department

This Code Enforcement office is responsible for the enforcement of the Property Maintenance Code adopted by the City of Hillsdale.

About MSHDA

The [Michigan State Housing Development Authority](#) (MSHDA), established in 1966, provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homeless issues.

Respond to the 2020 Census

Messaging to Encourage Response for General Audiences

Prior to Nonresponse Followup	During Nonresponse Followup	October 25–31	November 1 and Beyond
<p>There's still time to respond. Respond now online, by phone, or by mail.</p>	<p>It's not too late to respond. Respond now or when a census taker comes to your door.</p>	<p>This is the final week to respond to the 2020 Census. Respond now.</p>	<p>Thank you for responding!</p>
<p>Respond online now at 2020census.gov or by phone at 844-330-2020.</p> <p>Or, if you have the 2020 Census questionnaire you received in the mail or at your door, fill it out and mail it back.</p> <p>Most households have responded. Don't be left out—your response matters.</p> <p>Respond for where you were living on April 1 and include everyone who usually lived there too, including children.</p> <p>Encourage your family and friends to respond if they haven't already. Remind them that their response matters.</p> <p>If we don't hear from your household, a census taker will visit soon to ask you the census questions in person.</p>	<p>Respond online now at 2020census.gov, by phone at 844-330-2020, or by mail.</p> <p>Respond for where you were living on April 1 and include everyone who usually lived there too, including children.</p> <p>Most households have responded. Don't be left out—your response matters. Remind your family and friends, too.</p> <p>A census taker will visit soon to ask you the census questions in person if you haven't responded already.</p> <p>If a census taker comes to your home, please cooperate. Your community needs your response.</p> <p>Census takers are from your community. They know that a complete and accurate count will benefit your area.</p> <p>Encourage your family and friends to cooperate if a census taker visits their home.</p> <p>Census takers will follow the current health and safety guidelines in your community.</p> <p>If you responded without a Census ID, we may visit you to confirm your address and collect your responses in person. We want to ensure we count everyone in the right place.</p>	<p>Don't miss the chance to shape your future—your response matters.</p> <p>If you think you may not have been counted, respond online at 2020census.gov or by phone at 844-330-2020 now.</p> <p>Respond using the address where you were living on April 1 and include everyone who usually lived there too, including children.</p>	<p>The next 10 years of funding for critical services will be informed by your participation in the census.</p> <p>Census results will be shared soon.</p>

See "2020 Census Operational Adjustments Due to COVID-19" for the latest operational timeline at <https://2020census.gov/en/news-events/operational-adjustments-covid-19.html>.

2020CENSUS.GOV

D-FS-PA-EN-029

**Shape
your future
START HERE >**

United States®
**Census
2020**

Responding to the 2020 Census is easy, safe, and important

It's easy.

- Responding takes only a few minutes to complete.
- You can respond online or by phone in one of 13 languages and find assistance in many more. Visit <https://2020census.gov/languages.html>.
- It has never been easier to respond on your own, whether online, over the phone or by mail—all without having to meet a census taker.

It's safe.

- Your response is safe, secure, and confidential. Your information is protected by law.
- We will not share your responses with immigration or law enforcement agencies.
- By law, your answers can only be used to produce statistics.
- Responding now will minimize the need for a census taker to follow up and visit your home later this year.
- We're working with public health officials on how to safely visit and interview households that haven't responded.

It's important. Your response matters.

- Responding to the 2020 Census in this time of social distancing makes a difference for the well-being of your community and helps shape the future.
- Your response helps to direct billions of dollars in federal funds to local communities for health care, emergency response, schools, education programs, roads, and other public services.
- Results from the 2020 Census will determine the number of seats each state has in Congress and your political representation at all levels of government.
- Complete the 2020 Census now so your community will have the resources it needs over the next 10 years.
- An accurate census count helps communities get the resources they need for emergency and disaster response.

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: New Business

SUBJECT: Resolution to Declare a Public Nuisance – 69 Westwood St

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

The structure located at 69 Westwood Street is a multi-family duplex residential dwelling. On June 11, 2020, at the request of the first floor apartment tenant, a Use and Occupancy Inspection was performed by myself and Deputy Fire Chief Mark Hawkins. At the conclusion of the inspection, the City Code Enforcement Department issued a civil infraction notice of violations of the Property Maintenance Code. The structure was deemed a hazard and was placarded as uninhabitable. On June 11, 2020, Code Enforcement staff posted condemnation/unsafe/unfit for occupancy placards on the property, the current tenants were given until June 15, 2020 to leave the premises.

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](#).

RECOMMENDATION:

It is the recommendation of the code official that council pass the attached resolution declaring the property at 69 Westwood Street to be a public nuisance and ordering the violations thereon abated or the structure demolished within 60 days.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that: the lot located at 69 WESTWOOD ST within the City of Hillsdale, Michigan and structures situated thereon are a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said lot and structures, in violation of Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance; condemning the residential structure situated on the property; and ordering the abatement of the public nuisance created by the dangerous lot and structures.

WHEREAS the City has received a report from the Code Official dated June 11, 2020, indicating that the lot located at 69 WESTWOOD ST within the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous for the reasons set forth in the report of the Code Official; and

WHEREAS the owner of the property was provided with a copy of the report of the Code Official along with a Notice of Violation issued by the Code Official dated June 11, 2020, giving notice to the owner of the property that the property was not in compliance with the requirements of applicable provisions of the Hillsdale Municipal Code regarding the maintenance of the property and the structures located thereon; and

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

WHEREAS the City Council has reviewed and considered the report and recommendation of the Code Official at the regular meeting of the City Council on June 15, 2020, pursuant to Sections 14-32 through 14-34 of the Hillsdale Municipal Code and Section 11.4 of the Hillsdale City Charter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined, for the reasons set forth in the report of the Code Official dated June 11, 2020, a copy of which report is attached to this Resolution and incorporated herein by reference, that the property located at 69 WESTWOOD ST in the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance.

IT IS FURTHER RESOLVED that the Code Official for the City is hereby directed to give notice to the owner of the property located at 69 WESTWOOD ST of the determination of the City Council, said notice to include a duly executed copy of this Resolution along with a copy of the attached report of the Code Official, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within sixty (60) days of the date of the notice so as to remedy the unsafe and dangerous conditions identified in the report of the Code Official, with the notice to further provide that if the specified work required to abate the public hazard or nuisance as identified in the report of the Code Official is not completed within said sixty (60) day period, the Code Official or the Code Official's designated representative is ordered, in consultation with the City Attorney's Office, to take such steps as are necessary to carry out the requirements of the notice and charge the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS 6th DAY OF July, 2020.

Adam Stockford, Mayor

Katy Price, City Clerk



CITY OF HILLSDALE

Code Enforcement

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

June 16, 2020

SALYER, MARVIN G
SALYER, MELISSA C
3051 HEMLOCK RD
READING, MI 49274

Re: Property at 69 WESTWOOD ST, Hillsdale, Michigan, 49242

Dear SALYER, MARVIN G:

I write to provide you with notice that a public hearing will be held **at 7:00 PM on Monday, July 6, 2020**, to determine whether the residential structure located on the property you own at 69 WESTWOOD ST in the City of Hillsdale, Michigan, should be demolished consistent with the proposed Resolution of the Hillsdale City Council dated July 6, 2020, which Resolution condemns the structure on the property as a dangerous structure and a public nuisance as defined in Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code.

The public hearing has been scheduled based upon your failure to comply with the requirements of the previous Notices of Violation that were issued to you by the City of Hillsdale and your failure to correct the violations by demolishing the structure and/or otherwise bringing the structure and the property into compliance with City Ordinance consistent with the Resolution of the City Council.

You have a right to attend the public hearing and to address the City Council to provide any explanation, evidence, or other information that may be relevant to the determination of whether or not you have brought the property into compliance with City Ordinance as required by the Resolution of the City Council. If you have legal counsel, they are welcome to attend the public hearing with you.

If you have any questions regarding this matter, please feel free to give me a call to discuss them.

Sincerely,
Alan Beeker
Zoning Administrator/Code Official

Enclosures

Cc: Mr. David Mackie, Hillsdale City Manager
Thomas L. Thompson, City Attorney's Office

City of Hillsdale - Code Enforcement

MARV'S TRUCKING
JIM FULLER
7505 HERRING RD
LITCHFIELD, MI 49252



006-227-251-29

69 WESTWOOD ST

2020-06-11_39



006-227-251-29

69 WESTWOOD ST

2020-06-11_38



006-227-251-29

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006-227-251-29

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69 WESTWOOD ST

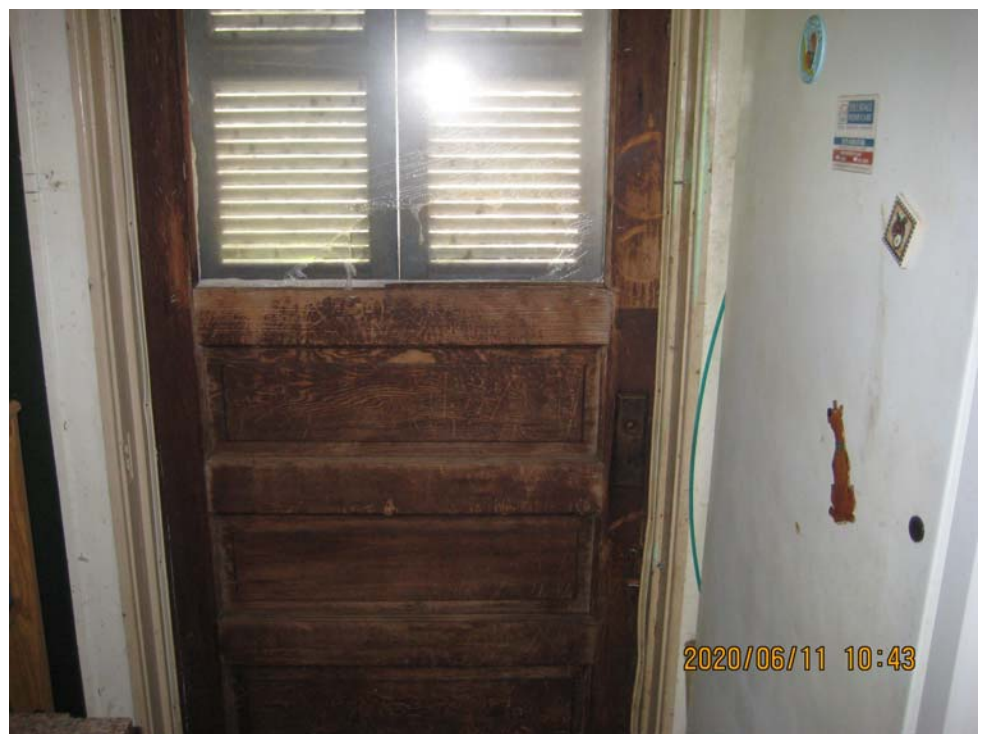
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69 WESTWOOD ST

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69 WESTWOOD ST

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69 WESTWOOD ST

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69 WESTWOOD ST

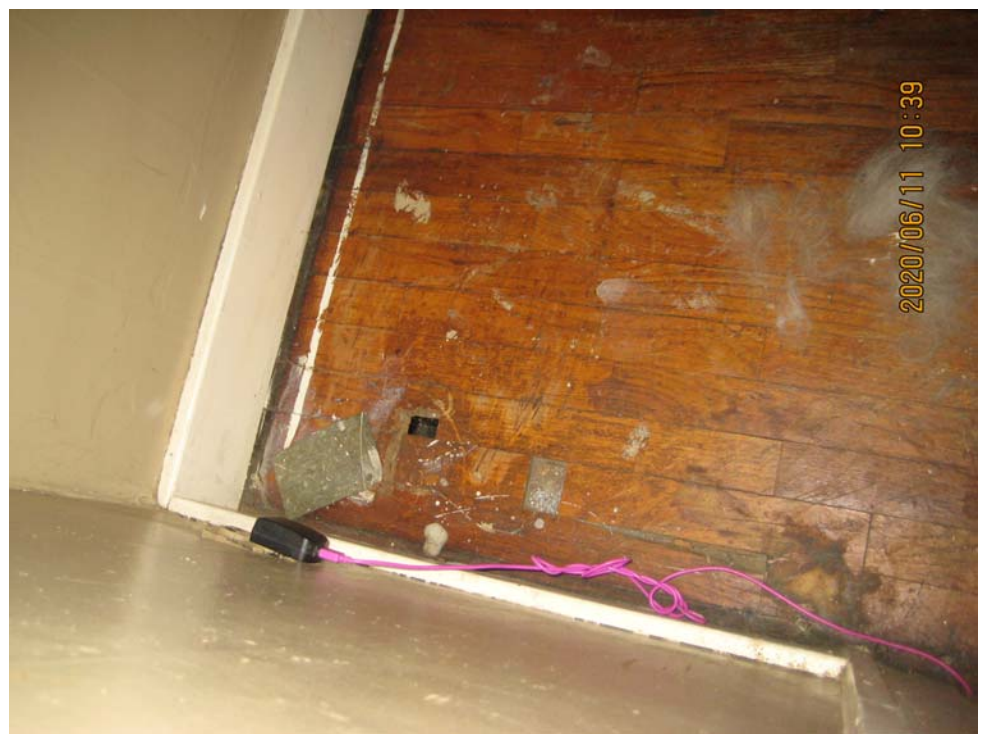
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69 WESTWOOD ST

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69 WESTWOOD ST

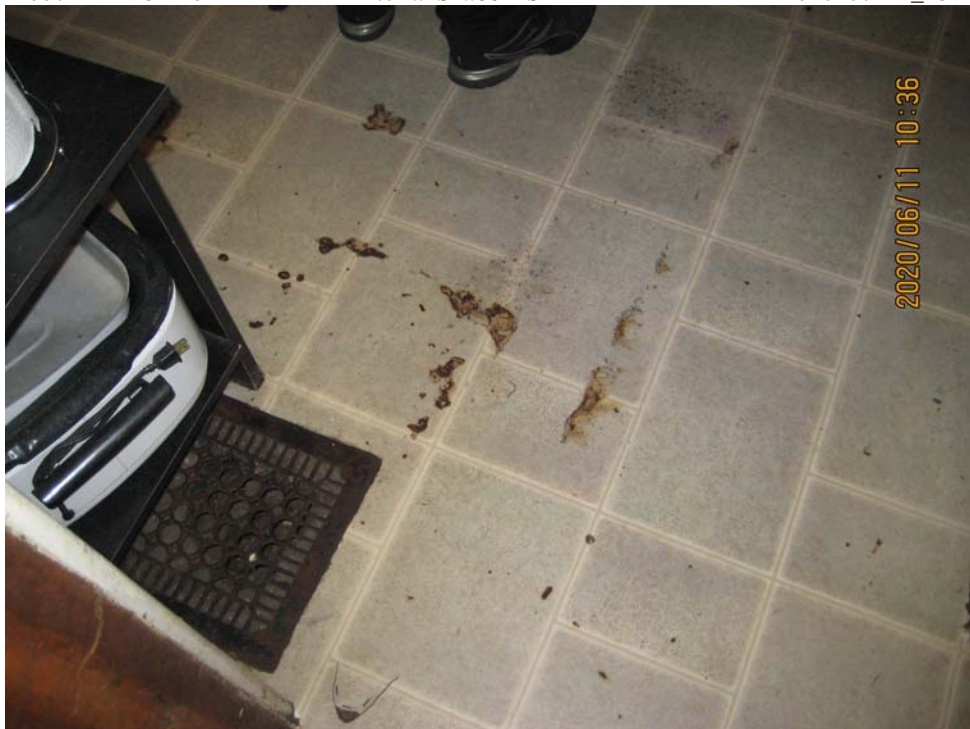
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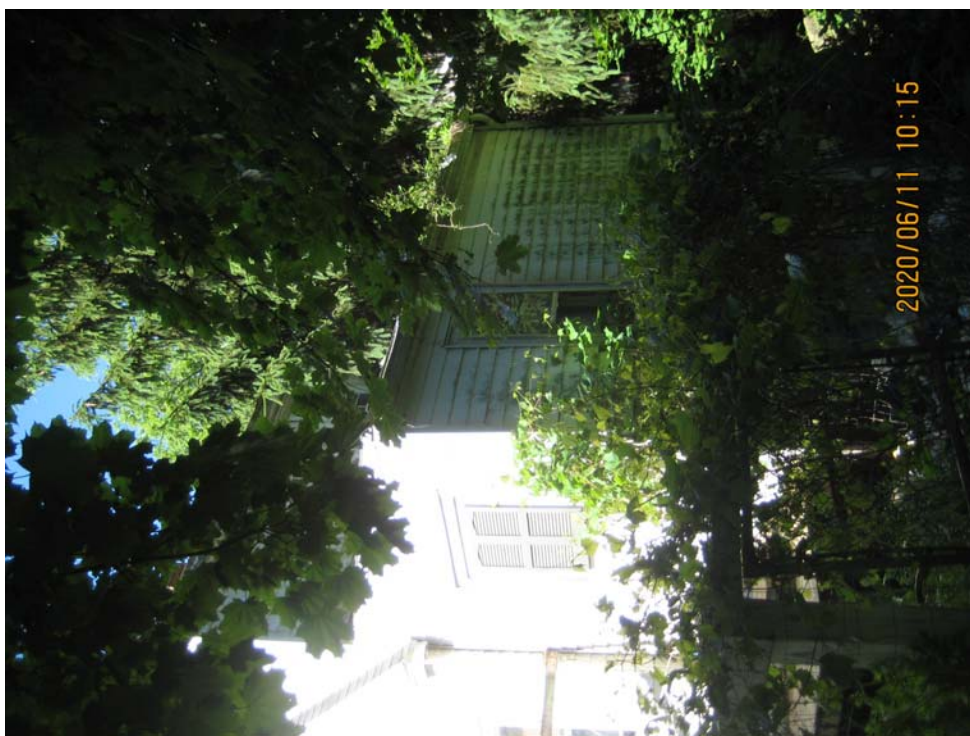


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69 WESTWOOD ST

2020-06-11_1



2020/06/11 10:14

006-227-251-29

69 WESTWOOD ST

2020-06-11



CITY OF HILLSDALE

Code Enforcement

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

SALYER, MARVIN G
SALYER, MELISSA C
3051 HEMLOCK RD
READING, MI 49274

Notice Date: June 11, 2020
Property Address: 69 WESTWOOD ST
Enforcement Number: E2020-0119

MUNICIPAL CIVIL INFRACTION NOTICE OF VIOLATION ISSUED

Dear Property Owner,

Municipal Civil Infraction Notice of Violation Number H1223 has been issued (enclosed) as a result of violation(s) of Hillsdale Municipal Code(s) as indicated. An explanation of your rights and instructions are contained within the Notice. All correspondence related to the Notice of Violation should be sent to:

Hillsdale City Clerk's Office
97 N Broad St
Hillsdale, MI 49242

Issuance of the Notice does not release you from your responsibility as the property owner to correct the violations (complete list contained at the end of this letter). Please contact this office by 5:00 p.m. June 25, 2020 to schedule a follow-up inspection for confirmation of correction or reasonable progress. If you are unable to make any progress toward correction by the deadline date, you must submit a written request for an extension of the deadline, including a detailed plan with a specific timetable showing alternative deadlines for measurable progress. If there are other property maintenance concerns which have not been cited by this office but which will have an effect on the timetable for correction of the cited violations, or if you are unable to make the corrections at this time due to hardship or other reasons, please include that information in your written plan along with any steps you have taken toward resolving those issues. **Failure to make corrections or to contact this office by the deadline may result in issuance of another Municipal Civil Infraction Notice of Violation, a Municipal Civil Infraction Citation, or other action as deemed necessary to protect the health and safety of the public.**

Thank you in advance for your cooperation in this matter.

- IPMC Section 111.1 - Application for appeal (IPMC only). Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. IPMC Board of Appeals Applications are available at <http://www.cityofhillsdale.org/departments/code-enforcement--inspections.aspx>.
- IPMC Section 106.3 - Prosecution of violation (IPMC violations). Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction, and the violation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute any other appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which this structure is located and shall be a lien upon such real estate.
- HMC Section 6.63. Use and occupancy permit required. It shall hereafter be unlawful for any person to enter into the use or occupancy of any structure or portion thereof or to permit or suffer the use and occupancy of any structure or portion thereof located in the city without having first obtained a valid use and occupancy permit from the code official, or his designee, in accordance with the provisions of this article. Any person who shall violate any provision of this section shall, upon a finding of responsibility, be chargeable with and responsible for a municipal civil infraction pursuant to chapter 20 of the Code of the City of Hillsdale and all other applicable ordinance provisions of the 2009 International Property Maintenance Code.
- HMC Section 28.44. Penalties (HMC Section 28 Solid Waste violations). Any person who shall violate any provision of this article shall, upon finding of responsibility, be chargeable with and responsible for a municipal civil infraction.
- HMC Section 30.90(c). Failure to clear sidewalks; Penalty. Any owner or occupant of a lot or parcel adjoining a public sidewalk who shall violate any provision of section 30.89 shall be chargeable with a municipal civil infraction and, upon a finding of responsibility, shall be responsible for a civil fine as established pursuant to chapter 20 of the Code of the City of Hillsdale, as amended.

Cc: MARV'S TRUCKING
 JIM FULLER
 7505 HERRING RD
 LITCHFIELD, MI 49252

Cc: CURRENT OCCUPANT
 69.5 WESTWOOD ST.
 HILLSDALE, MI 49242

Cc: YODER, CORA
 69 WESTWOOD ST
 HILLSDALE, MI 49242

Complete list of open violations for 69 WESTWOOD ST:

- *HMC 6-63 USE AND OCCUPANCY PERMIT REQUIRED. IT SHALL HEREAFTER BE UNLAWFUL FOR ANY PERSON TO ENTER INTO THE USE OR OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF OR TO PERMIT OR SUFFER THE USE AND OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF LOCATED IN THE CITY WITHOUT HAVING FIRST OBTAINED A VALID USE AND OCCUPANCY PERMIT FROM THE CODE OFFICIAL, OR HIS DESIGNEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. ANY PERSON WHO SHALL VIOLATE ANY PROVISION OF THIS SECTION SHALL, UPON A FINDING OF RESPONSIBILITY, BE CHARGEABLE WITH AND RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION PURSUANT TO CHAPTER 20 OF THE CODE OF THE CITY OF HILLSDALE AND ALL OTHER APPLICABLE ORDINANCE PROVISIONS OF THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE.*
-
- *HMC 14-31. GENERALLY. WHATEVER ANNOYS, INJURES, OR ENDANGERS THE SAFETY, HEALTH, COMFORT, OR REPOSE OF THE PUBLIC; OFFENDS PUBLIC DECENCY; INTERFERES WITH, OBSTRUCTS OR RENDERS DANGEROUS ANY STREET, HIGHWAY, NAVIGABLE LAKE, OR STREAM; OR IN ANY WAY RENDERS THE PUBLIC INSECURE IN LIFE OR PROPERTY IS DECLARED TO BE A PUBLIC NUISANCE. PUBLIC NUISANCES SHALL INCLUDE, BUT NOT BE LIMITED TO, WHATEVER IS FORBIDDEN BY ANY PROVISIONS OF THIS ARTICLE. NO PERSON SHALL COMMIT, CREATE, OR MAINTAIN ANY NUISANCE.*
-
- *INSPECTOR COMMENTS:*
- *DWELLING IS NOT FIT FOR HUMAN HABITATION AND SHOULD BE CONDEMNED IMMEDIATELY.*
-
- *108.4 PLACARDING. UPON FAILURE OF THE OWNER OR PERSON RESPONSIBLE TO COMPLY WITH THE NOTICE PROVISIONS WITHIN THE TIME GIVEN, THE CODE OFFICIAL SHALL POST ON THE PREMISES OR ON DEFECTIVE EQUIPMENT A PLACARD BEARING THE WORD "CONDEMNED" AND A STATEMENT OF THE PENALTIES PROVIDED FOR OCCUPYING THE PREMISES, OPERATING THE EQUIPMENT OR REMOVING THE PLACARD.*
-
- *INSPECTOR COMMENTS:*
- *STRUCTURE NOT FIT FOR HUMAN HABITATION*
-
- *108.1.5 DANGEROUS STRUCTURE OR PREMISES. FOR THE PURPOSE OF THIS CODE, ANY STRUCTURE OR PREMISES THAT HAS ANY OR ALL OF THE CONDITIONS OR DEFECTS DESCRIBED BELOW SHALL BE CONSIDERED DANGEROUS: 9. A BUILDING OR STRUCTURE, USED OR INTENDED TO BE USED FOR DWELLING PURPOSES, BECAUSE OF INADEQUATE MAINTENANCE, DILAPIDATION, DECAY, DAMAGE, FAULTY CONSTRUCTION OR*

ARRANGEMENT, INADEQUATE LIGHT, VENTILATION, MECHANICAL OR PLUMBING SYSTEM, OR OTHERWISE, IS DETERMINED BY THE CODE OFFICIAL TO BE UNSANITARY, UNFIT FOR HUMAN HABITATION OR IN SUCH A CONDITION THAT IS LIKELY TO CAUSE SICKNESS OR DISEASE.

-
- 305.6 INTERIOR DOORS. EVERY INTERIOR DOOR SHALL FIT REASONABLY WELL WITHIN ITS FRAME AND SHALL BE CAPABLE OF BEING OPENED AND CLOSED BY BEING PROPERLY AND SECURELY ATTACHED TO JAMBS, HEADERS OR TRACKS AS INTENDED BY THE MANUFACTURER OF THE ATTACHMENT HARDWARE.

-
- INSPECTOR COMMENTS:
- MOST INTERIOR DOORS DO NOT LATCH PROPERLY. DOOR TO BASEMENT DOES NOT LOCK. BASEMENT IS NOT SECURE FROM SQUATTERS.

-
- 305.4 STAIRS AND WALKING SURFACES. EVERY STAIR, RAMP, LANDING, BALCONY, PORCH, DECK OR OTHER WALKING SURFACE SHALL BE MAINTAINED IN SOUND CONDITION AND GOOD REPAIR.

-
- INSPECTOR COMMENTS:
- STAIRS DO NOT MEET BUILDING CODE STANDARDS AND DO NOT HAVE ADEQUATE HANDRAILS.

-
- 305.3 INTERIOR SURFACES. ALL INTERIOR SURFACES, INCLUDING WINDOWS AND DOORS, SHALL BE MAINTAINED IN GOOD, CLEAN AND SANITARY CONDITION. PEELING, CHIPPING, FLAKING OR ABRADED PAINT SHALL BE REPAIRED, REMOVED OR COVERED. CRACKED OR LOOSE PLASTER, DECAYED WOOD AND OTHER DEFECTIVE SURFACE CONDITIONS SHALL BE CORRECTED.

-
- INSPECTOR COMMENTS:
- MULTIPLE HOLES IN WALLS AND FLOORS.

-
- 305.1 GENERAL. THE INTERIOR OF A STRUCTURE AND EQUIPMENT THEREIN SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND IN A SANITARY CONDITION. OCCUPANTS SHALL KEEP THAT PART OF THE STRUCTURE WHICH THEY OCCUPY OR CONTROL IN A CLEAN AND SANITARY CONDITION. EVERY OWNER OF A STRUCTURE CONTAINING A ROOMING HOUSE, HOUSEKEEPING UNITS, A HOTEL, A DORMITORY, TWO OR MORE DWELLING UNITS OR TWO OR MORE NONRESIDENTIAL OCCUPANCIES, SHALL MAINTAIN, IN A CLEAN AND SANITARY CONDITION, THE SHARED OR PUBLIC AREAS OF THE STRUCTURE AND EXTERIOR PROPERTY.

-
- 307.1 GENERAL. EVERY EXTERIOR AND INTERIOR FLIGHT OF STAIRS HAVING MORE THAN FOUR RISERS SHALL HAVE A HANDRAIL ON ONE SIDE OF THE STAIR AND EVERY OPEN PORTION OF A STAIR, LANDING, BALCONY, PORCH,

DECK, RAMP OR OTHER WALKING SURFACE WHICH IS MORE THAN 30 INCHES (762 MM) ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS. HANDRAILS SHALL NOT BE LESS THAN 30 INCHES (762 MM) IN HEIGHT OR MORE THAN 42 INCHES (1067 MM) IN HEIGHT MEASURED VERTICALLY ABOVE THE NOSING OF THE TREAD OR ABOVE THE FINISHED FLOOR OF THE LANDING OR WALKING SURFACES. GUARDS SHALL NOT BE LESS THAN 30 INCHES (762 MM) IN HEIGHT ABOVE THE FLOOR OF THE LANDING, BALCONY, PORCH, DECK, OR RAMP OR OTHER WALKING SURFACE.

- EXCEPTION: GUARDS SHALL NOT BE REQUIRED WHERE EXEMPTED BY THE ADOPTED BUILDING CODE.
-
- INSPECTOR COMMENTS:
- EXISTING HANDRAILS DO NOT MEET CODE REQUIREMENTS
-
- 308.1 ACCUMULATION OF SOLID WASTE. ALL EXTERIOR PROPERTY AND PREMISES, AND THE INTERIOR OF EVERY STRUCTURE, SHALL BE FREE FROM ANY ACCUMULATION OF SOLID WASTE.
-
- INSPECTOR COMMENTS:
- TELEVISION ON FRONT PORCH AND GARBAGE IN SIDE YARD AND ON LOW ROOF OVER FIRST FLOOR KITCHEN
-
- 501.2 RESPONSIBILITY. THE OWNER OF THE STRUCTURE SHALL PROVIDE AND MAINTAIN SUCH PLUMBING FACILITIES AND PLUMBING FIXTURES IN COMPLIANCE WITH PIECE REQUIREMENTS. A PERSON SHALL NOT OCCUPY AS OWNER-OCCUPANT OR PERMIT ANOTHER PERSON TO OCCUPY ANY STRUCTURE OR PREMISES WHICH DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS CHAPTER.
-
- 501.1 SCOPE. THE PROVISIONS OF THIS CHAPTER SHALL GOVERN THE MINIMUM PLUMBING SYSTEMS, FACILITIES AND PLUMBING FIXTURES TO BE PROVIDED.
-
- INSPECTOR COMMENTS:
- THE KITCHEN SINK HAS NO FAUCET AND LEAKS IN CABINET BASE. THE BATHROOM LAVATORY IS NOT CONNECTED TO THE SANITARY LINE AND DRAINS INTO A BUCKET WHICH THE TENANT USES TO FLUSH THE TOILET BECAUSE THE TOILET IS NOT CONNECTED TO A WATER SUPPLY.
-
- 503.4 FLOOR SURFACE. IN OTHER THAN DWELLING UNITS, EVERY TOILET ROOM FLOOR SHALL BE MAINTAINED TO BE A SMOOTH, HARD, NONABSORBENT SURFACE TO PERMIT SUCH FLOOR TO BE EASILY KEPT IN A CLEAN AND SANITARY CONDITION.
-
- INSPECTOR COMMENTS:

- HOLES IN THE FLOOR NEXT TO THE BATHTUB
-
- 505.1 GENERAL. EVERY SINK, LAVATORY, BATHTUB OR SHOWER, DRINKING FOUNTAIN, WATER CLOSET OR OTHER PLUMBING FIXTURE SHALL BE PROPERLY CONNECTED TO EITHER A PUBLIC WATER SYSTEM OR TO AN APPROVED PRIVATE WATER SYSTEM. ALL KITCHEN SINKS, LAVATORIES, LAUNDRY FACILITIES, BATHTUBS AND SHOWERS SHALL BE SUPPLIED WITH HOT OR TEMPERED AND COLD RUNNING WATER IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE.
-
- INSPECTOR COMMENTS:
- -
- 506.1 GENERAL. ALL PLUMBING FIXTURES SHALL BE PROPERLY CONNECTED TO EITHER PUBLIC SEWER SYSTEM OR TO AN APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
-
- 701.1 SCOPE. THE PROVISIONS OF THIS CHAPTER SHALL GOVERN THE MINIMUM CONDITIONS AND STANDARDS FOR FIRE SAFETY RELATING TO STRUCTURES AND EXTERIOR PREMISES, INCLUDING FIRE SAFETY FACILITIES AND EQUIPMENT TO BE PROVIDED.
-
- INSPECTOR COMMENTS:
- NO FUNCTIONING SMOKE DETECTORS.
-
- 702.1 GENERAL. A SAFE, CONTINUOUS AND UNOBSTRUCTED PATH OF TRAVEL SHALL BE PROVIDED FROM ANY POINT IN A BUILDING OR STRUCTURE TO THE PUBLIC WAY. MEANS OF EGRESS SHALL COMPLY WITH THE INTERNATIONAL FIRE CODE.
-
- INSPECTOR COMMENTS:
- ALL EXTERIOR DOORS HAVE INOPERABLE HARDWARE. PADLOCK HASPS HAVE BEEN INSTALLED IN ORDER TO SECURE THE DWELLING.
-
- 704.2 SMOKE ALARMS. SINGLE- OR MULTIPLE-STATION SMOKE ALARMS SHALL BE INSTALLED AND MAINTAINED IN GROUP R OR I-1 OCCUPANCIES, REGARDLESS OF OCCUPANT LOAD AT ALL OF THE FOLLOWING LOCATIONS:
- 1. ON THE CEILING OR WALL OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF BEDROOMS.
- 2. IN EACH ROOM USED FOR SLEEPING PURPOSES.
- 3. IN EACH STORY WITHIN A DWELLING UNIT, INCLUDING BASEMENTS AND CELLARS BUT NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS. IN DWELLINGS OR DWELLING UNITS WITH SPLIT LEVELS AND WITHOUT AN INTERVENING DOOR BETWEEN THE ADJACENT LEVELS, A SMOKE ALARM INSTALLED ON THE UPPER LEVEL SHALL SUFFICE FOR THE ADJACENT LOWER LEVEL PROVIDED THAT THE LOWER LEVEL IS LESS THAN ONE FULL

STORY BELOW THE UPPER LEVEL.

-
- *302.1 SANITATION. ALL EXTERIOR PROPERTY AND PREMISES SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION. THE OCCUPANT SHALL KEEP THAT PART OF THE EXTERIOR PROPERTY WHICH SUCH OCCUPANT OCCUPIES OR CONTROLS IN A CLEAN AND SANITARY CONDITION.*
-
- *302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.*
-
- *304.1 GENERAL. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.*
-
- *304.7 ROOFS AND DRAINAGE. THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN. ROOF DRAIN AGE SHALL BE ADEQUATE TO PREVENT DAMPNES OR DETERIORATION IN THE WALLS OR INTERIOR PORTION OF THE STRUCTURE. ROOF DRAINS, GUTTERS AND DOWNSPOUTS SHALL BE MAINTAINED IN GOOD REPAIR AND FREE FROM OBSTRUCTIONS. ROOF WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CREATES A PUBLIC NUISANCE.*
-
- *INSPECTOR COMMENTS:*
- *ROOF LEAKS IN MULTIPLE PLACES.*
-
- *304.13.1 GLAZING. ALL GLAZING MATERIALS SHALL BE MAINTAINED FREE FROM CRACKS AND HOLES.*
-
- *INSPECTOR COMMENTS:*
- *SEVERAL BROKEN WINDOWS. MOST WINDOW SILLS HAVE ROTTED AWAY.*
-
- *304.18 BUILDING SECURITY. DOORS, WINDOWS OR HATCHWAYS FOR DWELLING UNITS, ROOM UNITS OR HOUSEKEEPING UNITS SHALL BE PROVIDED WITH DEVICES DESIGNED TO PROVIDE SECURITY FOR THE OCCUPANTS AND PROPERTY WITHIN.*
- *304.18.1 DOORS. DOORS PROVIDING ACCESS TO A DWELLING UNIT, ROOMING UNIT OR HOUSEKEEPING UNIT THAT IS RENTED, LEASED OR LET SHALL BE*

EQUIPPED WITH A DEADBOLT LOCK DESIGNED TO BE READILY OPENABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE NEED FOR KEYS, SPECIAL KNOWLEDGE OR EFFORT AND SHALL HAVE A MINIMUM LOCK THROW OF 1 INCH (25 MM). SUCH DEADBOLT LOCKS SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS AND MAINTAINED IN GOOD WORKING ORDER. FOR THE PURPOSE OF THIS SECTION, A SLIDING BOLT SHALL NOT BE CONSIDERED AN ACCEPTABLE DEADBOLT LOCK.

- *304.18.2 WINDOWS. OPERABLE WINDOWS LOCATED IN WHOLE OR IN PART WITHIN 6 FEET (1828 MM) ABOVE GROUND LEVEL OR A WALKING SURFACE BELOW THAT PROVIDE ACCESS TO A DWELLING UNIT, ROOMING UNIT OR HOUSEKEEPING UNIT THAT IS RENTED, LEASED OR LET SHALL BE EQUIPPED WITH A WINDOW SASH LOCKING DEVICE.*
- *304.18.3 BASEMENT HATCHWAYS. BASEMENT HATCHWAYS THAT PROVIDE ACCESS TO A DWELLING UNIT, ROOMING UNIT OR HOUSEKEEPING UNIT THAT IS RENTED, LEASED OR LET SHALL BE EQUIPPED WITH DEVICES THAT SECURE THE UNITS FROM UNAUTHORIZED ENTRY.*

•

• *INSPECTOR COMMENTS:*

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- *403.2 BATHROOMS AND TOILET ROOMS. EVERY BATHROOM AND TOILET ROOM SHALL COMPLY WITH THE VENTILATION REQUIREMENTS FOR HABITABLE SPACES AS REQUIRED BY SECTION 403.1, EXCEPT THAT A WINDOW SHALL NOT BE REQUIRED IN SUCH SPACES EQUIPPED WITH A MECHANICAL VENTILATION SYSTEM. AIR EXHAUSTED BY A MECHANICAL VENTILATION SYSTEM FROM A BATHROOM OR TOILET ROOM SHALL DISCHARGE TO THE OUTDOORS AND SHALL NOT BE RECIRCULATED.*

•

• *INSPECTOR COMMENTS:*

• *NO OPERABLE WINDOW OR EXHAUST FAN IN BATHROOM.*

•

- *604.3 ELECTRICAL SYSTEM HAZARDS. WHERE IT IS FOUND THAT THE ELECTRICAL SYSTEM IN A STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OR THE STRUCTURE BY REASON OF INADEQUATE SERVICE, IMPROPER FUSING, INSUFFICIENT RECEPTACLE AND LIGHTING OUTLETS, IMPROPER WIRING OR INSTALLATION, DETERIORATION OR DAMAGE, OR FOR SIMILAR REASONS, THE CODE OFFICIAL SHALL REQUIRE THE DEFECTS TO BE CORRECTED TO ELIMINATE THE HAZARD.*

•

• *INSPECTOR COMMENTS:*

• *BREAKER PANEL HAS NO COVER. MULTIPLE OUTLETS AND JUNCTION BOXES WITHOUT COVERS. SOME OUTLETS CLOSE TO LEAKING PLUMBING.*

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- *604.1 FACILITIES REQUIRED. EVERY OCCUPIED BUILDING SHALL BE PROVIDED WITH AN ELECTRICAL SYSTEM IN COMPLIANCE WITH THE*

REQUIREMENTS OF THIS SECTION AND SECTION 605.

-
- *504.1 GENERAL. ALL PLUMBING FIXTURES SHALL BE PROPERLY INSTALLED AND MAINTAINED IN WORKING ORDER, AND SHALL BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS AND BE CAPABLE OF PERFORMING THE FUNCTION FOR WHICH SUCH PLUMBING FIXTURES ARE DESIGNED. ALL PLUMBING FIXTURES SHALL BE MAINTAINED IN A SAFE, SANITARY AND FUNCTIONAL CONDITION.*
-
- *INSPECTOR COMMENTS:*
- *SANITARY FROM SECOND FLOOR APARTMENT DRAINS DIRECTLY INTO BASEMENT FROM PIPES IN BASEMENT CEILING.*
-
- *108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY. A STRUCTURE IS UNFIT FOR HUMAN OCCUPANCY WHENEVER THE CODE OFFICIAL FINDS THAT SUCH STRUCTURE IS UNSAFE, UNLAWFUL OR, BECAUSE OF THE DEGREE TO WHICH THE STRUCTURE IS IN DISREPAIR OR LACKS MAINTENANCE, IS INSANITARY, VERMIN OR RAT INFESTED, CONTAINS FILTH AND CONTAMINATION, OR LACKS VENTILATION, ILLUMINATION, SANITARY OR HEATING FACILITIES OR OTHER ESSENTIAL EQUIPMENT REQUIRED BY THIS CODE, OR BECAUSE THE LOCATION OF THE STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OF THE STRUCTURE OR TO THE PUBLIC.*
-
- *108.3 NOTICE. WHENEVER THE CODE OFFICIAL HAS CONDEMNED A STRUCTURE OR EQUIPMENT UNDER THE PROVISIONS OF THIS SECTION, NOTICE SHALL BE POSTED IN A CONSPICUOUS PLACE IN OR ABOUT THE STRUCTURE AFFECTED BY SUCH NOTICE AND SERVED ON THE OWNER OR THE PERSON OR PERSONS RESPONSIBLE FOR THE STRUCTURE OR EQUIPMENT IN ACCORDANCE WITH SECTION 107.3. IF THE NOTICE PERTAINS TO EQUIPMENT, IT SHALL ALSO BE PLACED ON THE CONDEMNED EQUIPMENT. THE NOTICE SHALL BE IN THE FORM PRESCRIBED IN SECTION 107.2.*
-
- *INSPECTOR COMMENTS:*
- *BUILDING POSTED ON JUNE 11, 2020.*

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: Ordinance Adoption

SUBJECT: Amendment to Sec. 36-143, Rezoning of 58 & 60 N. West St.

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

The properties located at 58 & 60 N. West Street have been vacant and neglected for a number of years. The current owner has resisted attempts by Code Enforcement to bring them into compliance. In March of this year, a local developer approached the City Planning Commission to request the properties be rezoned from RM-1, Residential Multiple Family to B-1, Local Business. The proposal will rehabilitate the existing structures, retaining their historic character and bringing them into compliance with current construction codes. The preliminary intent is to make the properties mixed use developments with commercial on the ground floor, possibly in the lower level walk out in the rear and residential on the upper one or two floors. All parking would be on-site in the rear as the lots are very deep.

The Planning Commission held a public hearing at the June 16 meeting and the reaction to the project was positive. The Commission moved to recommend the rezoning of the two properties as requested by the Developer.

RECOMMENDATION:

It is the recommendation of the City Planning Commission by unanimous vote that City Council adopt the resolution to amend the Zoning Ordinance, Section 36-143, Division 1, Article 3.

ORDINANCE #2020-_____

AN ORDINANCE TO AMEND SECTION 36-143 OF DIVISION 1, OF ARTICLE III OF CHAPTER 36 OF THE CODE OF THE CITY OF HILLSDALE.

THE CITY OF HILLSDALE ORDAINS that the zoning classification of the following described property should be and is hereby changed from RM-1, Multiple Family Residential District to B-1 Local Business District:

Parcel 1:

Lot 150 and 1 rod off from the South side of Lot 151, Old Plat of the Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber E of Deeds, Page 380, Hillsdale County Records.

Parcel 2:

The North 5/6 of Lot 151, Old Plat of the Village, now City of Hillsdale, according to the recorded Plat thereof, as recorded in Liber E of Deeds, Page 380, Hillsdale County Records. EXCEPT, a 1/2 interest in the North 12 feet of the East 150 feet thereof, as a common driveway.

THE CITY OF HILLSDALE FURTHER ORDAINS that Section 36-143 of Division 1 of Article III of Chapter 36 of the Code of the City of Hillsdale and the zoning boundaries of RM-1 Multiple Family Residential District and B-1 Local Business District referenced herein should be and are hereby amended so as to comport with and reflect the changes in the zoning classification above provided.

Except as hereinbefore specifically amended, Chapter 36 of the Code of the City of Hillsdale and all articles, divisions, and sections contained therein are hereby ratified and affirmed.

This ordinance and/or a summary of its regulatory effect and its effective date shall be published within fifteen (15) days from the date of its passage as required by law.

Subject to said publication having occurred as above provided, this ordinance shall become effective fifteen (15) days from the date of its passage.

Passed at a regular meeting of the Council of the City of Hillsdale held on the 6th day of July 2020.

CITY OF HILLSDALE

By _____
Adam Stockford – Mayor

By: _____
Katy Price – Clerk

Date Proposed: 6/16/2020
Date Published as Proposed: 6/6/2020
Date Passed: _____
Date Published as Passed: _____
Effective Date: _____

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: Old Business

SUBJECT: Progress Report – Code Enforcement on 65 Westwood Street

BACKGROUND PROVIDED BY STAFF: Kimberly Thomas, Assessor/Code Official & Alan Beeker, Zoning Administrator

In November 2019, Council voted to allow Mr. Salyer an extension to the original demolition resolution passed in September of 2019. Mr. Salyer had indicated that as of November 2019, he had hired a contractor to install a new roof on the structure. He asked Council to give him until July to complete the work and bring the property into compliance.

As of July 1, 2020, no work has been performed on the structure. No permits to repair or replace the roof, windows, doors, electrical, mechanical or plumbing have been issued at this time. The Contractor that was supposedly hired, did not apply for or receive any permits and did not perform any work on the structure. Until the end of June, the grass had not been mowed on the property.

At this time, it is the opinion of the Code Enforcement staff that Mr. Salyer has no intention of making any repairs on the structure and strongly urge Council to pass the resolution to allow the City to abate or demolish the structure at the expense of Mr. Salyer.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that the residential structure situated on the lot located at 65 WESTWOOD ST within the City of Hillsdale, Michigan, having been condemned as a public nuisance and ordered abated in Resolution No. 3388 of the City Council adopted on August 5, 2019, has not been brought into compliance with City Ordinance as required by the Resolution, and that the Property Owner has failed to cooperate with the City Attorney's office to prepare an agreement for the Property Owner to demolish the structure on or before July 1, 2020, as required by further Resolution of the City Council; and authorizing City personnel to forthwith enter onto the property to perform such work as is necessary to demolish the residential structure located on the property and to otherwise take such action as is necessary to bring the property into compliance with City ordinance, charging the costs thereof to the property.

WHEREAS on August 5, 2019, the City Council adopted Resolution No. 3388 determining that the property located at 65 Westwood Street in the City of Hillsdale, Michigan, is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance, said Resolution further directing the Code Official for the City to give notice to the owner of the property of the City Council's determination, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within thirty (30) days of the date of the notice; and

WHEREAS the owner of the property was provided with the notice by the Code Official along with a copy of the Resolution of the City Council on August 6, 2019; and

WHEREAS a public hearing was held in open Council on September 16, 2019, at which the owner of the property appeared and agreed that the residential structure located on the property constituted a public nuisance and that he had failed to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within thirty (30) days of the date of the notice provided by the Code Official; and

WHEREAS at the public hearing on September 16, 2019, the property owner agreed that he would complete the demolition of the residential structure on the property by November 16, 2019, and that, failing that, he would agree that the City could enter onto the property to perform the work at the property owner's expense; and

WHEREAS on September 16, 2019, the City Council adopted Resolution No. 3392, determining that the owner of the property located at 65 Westwood Street in the City of Hillsdale has failed to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within thirty (30) days of the date of the notice provided by the Code Official as

required by Resolution No. 3388, dated August 5, 2019, and that in order to abate the nuisance and dangerous conditions presented by the property and the structures located thereon it is necessary to demolish the structures located on the property, said Resolution further providing that the property owner was to work with the office of the City Attorney to draft an appropriate agreement between the property owner and the City to provide for the property owner to complete the demolition of the residential structure located on the property on or before November 16, 2019, and providing that if the property owner failed to do so, the City would have the consent of the property owner to enter onto the property to complete the work at the property owner's expense, with the costs thereof to be charged as a lien against the property pursuant to the agreement of the parties and otherwise in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code; and

WHEREAS, the City Attorney's office prepared and provided to the property owner a proposed agreement consistent with the direction of the City Council as expressed in Resolution No. 3388, but the property owner failed to respond to repeated communications from the City Attorney's office and otherwise failed to cooperate with the City Attorney's office or other City officials to work toward entering into an agreement consistent with Resolution No. 3388; and

WHEREAS, at the City Council meeting held on November 4, 2019, the property owner appeared and represented that repairs to the property would be completed over the winter months and the City Council adopted a resolution to grant the property owner an extension of time to July 1, 2020 to complete the necessary repairs to the property; and

WHEREAS, it appears that the repairs the property owner represented would be made to the property have not been made as of the date of this Resolution, and it otherwise appears that the property owner has made no progress toward demolishing the residential structure located on the property or otherwise toward bringing the property into compliance with the applicable Ordinances of the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined that the owner of the property located at 65 Westwood in the City of Hillsdale has failed to make any progress toward completing the necessary and required repairs to the property or toward the demolition and removal of the structures located on the property consistent with the representations of the property owner to the City Council and otherwise within conformity with the requirements of the previous Resolutions of the City Council, and that in order to abate the nuisance and dangerous conditions presented by the property and the structures located thereon it is necessary for the City to forthwith demolish the structures located on the property.

IT IS FURTHER RESOLVED that the Department of Public Services for the City and/or a suitable contractor or contractors, as determined by the Code Official for the City, shall forthwith enter onto the property located at 65 Westwood in the City of Hillsdale, Michigan, and demolish the structures located on the property and remove the debris therefrom, consistent with the provisions of Section 11.4 of the Hillsdale City Charter and the provisions of Sections 14.31 through 14.36 of the Hillsdale City Code, charging the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS **6TH DAY OF JULY, 2020.**

Adam Stockford, Mayor

Katy Price, City Clerk



City of Hillsdale Agenda Item Summary

Meeting Date: July 6, 2020

NEW BUSINESS ITEM: Small Urban Grant Agreement (W. Fayette St)

SUBJECT: Department of Public Services

BACKGROUND PROVIDED BY: DPS Director Jake Hammel

The Department of Public Services is requesting the acceptance of the Small Urban Grant agreement to reconstruct W. Fayette St. from the railroad tracks near M-99 to N. West St.

The grant provides up to the lesser of 81.85% of the eligible project costs or \$375,000. Based on the Engineer's project estimate, the City will receive \$375,000 and contribute match of \$531,000. If the total bid price exceeds the Engineers estimate of \$906,000 the city will need to contribute additional funds.

This is not an award of bid.

RECOMMENDATION:

The Department of Public Services recommends approval of this agreement to help offset the cost of the W. Fayette St. reconstruction project.

CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____

A RESOLUTION TO APPROVE CONTRACT NO. 20-5259 WITH MICHIGAN
DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Hillsdale has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for Highway Research Planning & Construction related services; and

WHEREAS, the Mayor and Clerk of the City of Hillsdale are authorized to enter into and execute on behalf of the City of Hillsdale all such Project Authorizations with the Michigan Department of Transportation for Highway Research Planning & Construction related services for the contract period.

WHEREAS, the City of Hillsdale does hereby approve Contract Number 20-5259; and,

WHEREAS, this resolution shall also approve execution by the Mayor and Clerk of Project Authorizations for any programs designated by the City of Hillsdale and /or Project Authorizations for any amount determined by the City of Hillsdale with the Michigan Department of Transportation which are issued under Contract Number 20-5259; and,

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

PASSED IN OPEN COUNCIL MEETING THIS 6TH DAY OF JULY, 2020.

Adam L. Stockford, Mayor

Attest:

Katy Price, City Clerk

STP

DA

Control Section	STUL 30000
Job Number	132892CON
Project	20A0(477)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5259

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HILLSDALE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Hillsdale, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 2, 2020, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt resurfacing work along Fayette Street from the railroad crossing near Highway M-99 to West Street; including non-motorized path, storm sewer, concrete sidewalk upgrade, curb and gutter, box culvert, and pavement marking work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Audio-visual survey video work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the

DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall

immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF HILLSDALE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: MAYOR

By _____
Department Director MDOT

By _____
Title: CLERK



June 2, 2020

EXHIBIT I

CONTROL SECTION STUL 30000
JOB NUMBER 132892CON
PROJECT 20A0(477)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$904,500	\$1,500	\$906,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$904,500	\$1,500	\$906,000
Less Federal Funds*	<u>\$375,000</u>	<u>\$ -0-</u>	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$529,500	\$1,500	\$531,000

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140D): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B); Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item #: New Business

SUBJECT: Set Public Hearing for Amendment to Ordinance Chapter 14, Article IV.-Municipal Trees

BACKGROUND PROVIDED BY STAFF: Kristin Bauer, City Engineer
Jake Hammel, Dir. Of Public Services

PROJECT BACKGROUND:

At the request of the Public Services Committee, city staff has considered amendments to the City of Hillsdale Ordinance Section 14-107. – Permit required for planting generally. After evaluating the requested changes to the Ordinance language it was determined that the proposed changes create a substantial rework of Chapter 14, Article IV.-Municipal Trees. We understand the intent of the changes were to permit residents to plant certain plants and/or shrubs within the Public Rights-of-Way (ROW) without first obtaining the required permit. City Staff has reviewed Chapter 14, Article IV and proposes alternate language changes to this Ordinance which still meets the intent of the Public Services Committee’s proposed changes while also adding language in consideration of safety for the traveling public, both vehicular and pedestrian, as well as considerations for potential work on utilities in the areas of the property owner plantings.

Proposed changes to Chapter 14, Article IV.-Municipal Trees (Adopted March 7, 2016), are as follows shown in red:

Sec. 14-105.-Permits generally.

- (a) *It is unlawful for any person to perform or undertake, or cause to be performed or undertaken, any work or activity covered by and included within this article without first filing an application for and procuring a permit from the city forester or his or her designated agent, unless the desired planting is less than eighteen (18) inches in full mature plant height and conforms with the provisions of this article.*

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

- (a) *No trees, plants, or shrubs, except those less than eighteen (18) inches in full mature height, shall be planted in any of the parkways, parks, rights-of-way, or other public places in the city unless and until the city forester shall have first approved the kind, size, and variety of the same, designated the location thereof, and granted a permit for the planting of same.*
- (b) *Any trees, plants, or shrubs authorized for planting within the triangle formed by the intersection of right-of-way lines and extending for a distance of 25 feet each way from the intersection on any corner of any right-of-way within the city shall not be permitted to grow to a height of more than ~~three feet~~ eighteen (18) inches above the surface of the intersecting rights-of-way.*

Staff comment on above changes: The height restrictions proposed for property owner plantings are proposed to promote continued safety for traveling public. Without the ability for staff to review locations and types of plantings there is potential that these planting could become a sight impediment for vehicles at intersections, especially with shrubs at a 3 foot height. Additionally taller shrubs can create overgrowth on sidewalks and into the roadway impeding travel to pedestrians and issues for vehicles parking curbside.

- (f) *Any plants or shrubs under eighteen (18) inches in full mature height planted within any of the parkways, parks, rights-of-way, or other public places in the city by a property owner without permit shall comply with the following requirements;*
- (1) Shall not be planted within the triangle defined within Sec. 14-107 (b).*
 - (2) Shall be maintained by the property owner at the property owner's expense.*
 - (3) Plantings shall not extend onto or over the sidewalk nor shall the plantings extend into the roadway.*
 - (4) Shall not be planted within fifteen (15) feet of any fire hydrant.*
 - (5) The owner shall not place with these plantings any items within any of the parkways, parks, rights-of-way, or other public places in the city including, but not limited to, bird baths, gazing globes, rocks, etc.*
 - (6) Should the owner fail to maintain the plantings as required by this article or in accordance with applicable regulations adopted by city council the designated city staff may deem these plantings a Public Nuisance and remove them in accordance with the provisions of this article.*
 - (7) In the event that utility work is required within any of the parkways, parks, rights-of-way, or other public places in the city that impact these property owner plantings they may be removed to complete the required utility work. These plantings will not be replaced by the city or utility company completing the work. Restoration of the work area will be limited to top soil and grass seed.*
 - (8) Any properties located along M-99 or other State of Michigan or Hillsdale County jurisdictional thoroughfares shall comply with any planting requirements published by the City of Hillsdale, Hillsdale County or State of Michigan that may pertain to this type of work within a public right-of-way.*

Staff comment on above changes: The addition of (f) above provides property owners some guidance on plantings, as well as, removing the requirement for the city to maintain these plantings utilizing city funds. It should be noted that the ROW area is the location of many city and privately owned utility lines. It was important to note that the city nor utility companies should be expected to fund replacement of private plantings should it be required to complete work on utility infrastructure in the ROW.

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

No person shall hereafter move, spray, brace, trim, do surgery work, or cut above or below ground any branch or root therefrom or otherwise disturb any tree, plant, or shrub in any parkway, park, right-of-way, or public places of the city, nor cause such acts to be done by others, without first obtaining a written permit from the city forester, except on plantings of less than eighteen (18) inches in full mature height and planted by the property owner. The city forester shall issue the permit if in

his or her judgment the proposed work is necessary and the proposed method of workmanship is of a satisfactory nature. The person receiving the permit shall abide by the specifications and standards of practice provided for in this article and shall abide by any regulation as may be hereafter from time-to-time adopted by the city council, and shall as a condition of such permit agree to hold the city harmless from any and all liability which might result from the work or activity authorized. In addition, the city forester may require the person receiving the permit to obtain or provide evidence of such insurance coverage of such types and in such amounts as the city forester deems to be reasonably necessary to protect the interests of the city.

Sec. 14-115. - Private trees and shrubs—Clearance.

*(b) All trees, shrubs, and plants located within the triangle formed by the intersection of right-of-way lines and extending for a distance of 25 feet each way from the intersection on any corner shall not be permitted to grow to a height of more than ~~two and one half feet~~ **eighteen (18) inches** above the grade at the edge of the pavement. Canopy trees may be maintained in the site clearance triangle areas provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the surface of the right-of-way. In the event that the city forester, city engineer, or the city engineer's designee determines that any tree, shrub, or plant located on private property is in violation of these restrictions, the city shall have the right to enter upon said private property to trim or remove the offending tree, shrub, or plant as needed. Where practicable, the city shall give written notice by first-class mail, addressed to the property owner's last known address as shown by the records of the city assessor, and mailed at least five days prior to any trimming or removal activities.*

RECOMMENDATION:

Staff recommends City Council set a Public Hearing at the regularly scheduled meeting on August 3, 2020 at 7:00 p.m. to consider public comments related to the proposed amendments to the City of Hillsdale Ordinance Chapter 14, Article IV.-Municipal Trees noted above.

ARTICLE IV. - MUNICIPAL TREES^[3]

Footnotes:

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Editor's note— Ord. No. 2016-001, adopted March 7, 2016, amended article XIV in its entirety to read as herein set out. Former article XIV, §§ 14-101—14-116, pertained to similar material, and derived from the Code of 1979, §§ 12.16.020—12.16.070.

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

Sec. 14-101. - Purpose and intent.

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

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-102. - Definitions.

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

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

Department of public services means the department of the city government under whose jurisdiction city parks and/or street trees fall.

Diseased tree means a tree that is afflicted with any fatal or communicable disease .

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

Medium trees are designated as those trees attaining a mature height of at least 30 feet but no more than 45 feet.

Park includes all public parks of the city having individual names designated by the city.

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

Plants includes all "non-woody" vegetation now or hereafter growing on any public street, highway, alley, or public place.

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

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

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

Public trees means all trees now or hereafter growing on any public right-of-way, park, or any other public places, except where otherwise indicated.

Public utility means any person or entity owning or operating any pole, line, pipe, cable, or conduit for the transmission of electricity, gas, telephone service or telecommunication service that is located in, under, or above any public street or over or along any public places, public easement, or right-of-way.

Right-of-way means any public street, highway, alley, boulevard, or avenue of the city, or any part thereof, and the land lying between the property lines on either side of all such streets, highways, alleys, boulevards, or avenues of the city.

Small trees are designated as those trees attaining a mature height up to 30 feet.

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

Trees and shrubs means all woody vegetation now or hereafter growing on any public parkway, park, right-of-way, or other public places.

Tree stump means the base part of a tree attached to the root(s), including any portion of the tree trunk, which remains after the tree has been cut.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-103. - Regulation generally.

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

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-104. - City forester.

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

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-105. - Permits generally.

- (a) It is unlawful for any person to perform or undertake, or cause to be performed or undertaken, any work or activity covered by and included within this article without first filing an application for and procuring a permit from the city forester or his or her designated agent, unless the desired planting is less than eighteen (18) inches in full mature plant height and conforms with the provisions of this article.-
- (b) Every permit issued shall specifically describe the location and nature of the work or other activity to be performed under it and shall contain such other information as may be required by such regulations as may be hereafter adopted from time to time by the city council.
- (c) Any permit issued pursuant to the provisions of this article and in accordance with applicable regulations adopted by the city council shall automatically become null and void upon expiration of the permit period or at any time the permit holder violates the provisions of this article, the permit, or the regulations applicable thereto.
- (d) No charge shall be made for the issuance of any permit unless it is determined necessary by the city forester, or such person as he or she may designate, to assign an inspector to supervise the work or other activity to be performed under the permit to be issued. In the event an inspector is determined to be necessary, the department of public services shall determine the charge for such inspection services on an actual cost basis, and such actual cost shall be paid by the person seeking the permit as a prerequisite to its issuance.
- (e) Notice of commencement and completion of work or other activity authorized by the permit shall be made to the city forester as stated on the permit issued.

(Ord. No. 2016-001, 3-7-2016)

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

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

(Ord. No. 2016-001, 3-7-2016)

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

- (a) No trees, plants, or shrubs, except those less than eighteen (18) inches in full mature height, shall be planted in any of the parkways, parks, rights-of-way, or other public places in the city unless and until the city forester shall have first approved the kind, size, and variety of the same, designated the location thereof, and granted a permit for the planting of same.
- (b) Any trees, plants, or shrubs authorized for planting within the triangle formed by the intersection of right-of-way lines and extending for a distance of 25 feet each way from the intersection on any corner of any right-of-way within the city shall not be permitted to grow to a height of more than ~~three feet~~ eighteen (18) inches above the surface of the intersecting rights-of-way.
- (c) Canopy trees may be maintained in the intersection site clearance triangle areas of rights-of-way provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the surface of the right-of-way.
- (d) The city forester shall have the authority to plant trees, plants, or shrubs in any parkway, park, right-of-way, or other public places in the city which he or she, in his or her sole discretion, deems suitable for the intended purpose.

(e) No tree of any prohibited species shall be planted in any parkway, park, right-of-way, or public places, nor shall any such tree be planted on any private property within 50 feet of any parkway, park, right-of-way, public places, or any sewer or sewer extension. Shade trees planted in any right-of-way shall be spaced according to applicable tables. The owner of a single lot may, in order to provide a shade or ornamental tree in the front of his lot, secure written permission from the city forester to have a tree planted closer than 40 feet from an existing tree, but in no case shall such planting be within 30 feet of any existing tree, within the right-of-way. No tree shall be planted in any right-of-way, less than two and one-half feet from any sidewalk, and trees on private property adjacent to any sidewalk shall be planted not less than three feet from the sidewalk.

(f) Any plants or shrubs under eighteen (18) inches in full mature height planted within any of the parkways, parks, rights-of-way, or other public places in the city by a property owner without permit shall comply with the following requirements:

(1) -Shall not be planted within the triangle defined within Sec. 14-107 (b).

(2) Shall be maintained by the property owner at the property owner's expense.

(3) Plantings shall not extend onto or over the sidewalk nor shall the plantings extend into the roadway.

(4) Shall not be planted within fifteen (15) feet of any fire hydrant.

(5) The owner shall not place with these plantings any items within any of the parkways, parks, rights-of-way, or other public places in the city including, but not limited to, bird baths, gazing globes, rocks, etc.

(6) Should the owner fail to maintain the plantings as required by this article or in accordance with applicable regulations adopted by city council the designated city staff may deem these plantings a Public Nuisance and remove them in accordance with the provisions of this article.

(7) In the event that utility work is required within any of the parkways, parks, rights-of-way, or other public places in the city that impact these property owner plantings they may be removed to complete the required utility work. These plantings will not be replaced by the city or utility company completing the work. Restoration of the work area will be limited to top soil and grass seed.

(8) Any properties located along M-99 or other State of Michigan or Hillsdale County jurisdictional thoroughfares shall comply with any planting requirements published by the City of Hillsdale, Hillsdale County or State of Michigan that may pertain to this type of work within a public right-of-way.

(Ord. No. 2016-001, 3-7-2016)

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

(a) The city forester may require street trees to be planted by the property owner, developer, or sub-divider on all parkways, parks, rights-of-way, and public places abutting lands henceforth developed and/or subdivided within the city. In such event, a proposed planting plan and permit application shall be submitted by the property owner, developer, or sub-divider to the city forester for approval and issuance of a planting permit prior to final plat approval by the city. The city forester shall provide planting specifications to the property owner, developer, or sub-divider of the proposed development and/or subdivision within seven days of receipt of a written request therefor.

(b) The city forester, upon approval of the proposed planting plan, but prior to the issuance of a planting permit, may require the property owner, developer, or sub-divider to post a bond with the city for an amount equivalent to one-half of the total established value of the trees required by the city forester to be planted. Upon the provision of notification to the city forester of planting completion, and upon certification as to the satisfactory workmanship and completion of the tree planting, the city forester shall direct the city to release the bond.

(Ord. No. 2016-001, 3-7-2016)

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

No person shall hereafter move, spray, brace, trim, do surgery work, or cut above or below ground any branch or root therefrom or otherwise disturb any tree, plant, or shrub in any parkway, park, right-of-way, or public places of the city, nor cause such acts to be done by others, without first obtaining a written permit from the city forester, except on plantings of less than eighteen (18) inches in full mature height and planted by the property owner. The city forester shall issue the permit if in his or her judgment the proposed work is necessary and the proposed method of workmanship is of a satisfactory nature. The person receiving the permit shall abide by the specifications and standards of practice provided for in this article and shall abide by any regulation as may be hereafter from time-to-time adopted by the city council, and shall as a condition of such permit agree to hold the city harmless from any and all liability which might result from the work or activity authorized. In addition, the city forester may require the person receiving the permit to obtain or provide evidence of such insurance coverage of such types and in such amounts as the city forester deems to be reasonably necessary to protect the interests of the city.

(Ord. No. 2016-001, 3-7-2016)

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

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

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

(Ord. No. 2016-001, 3-7-2016)

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

As a condition to any permit issued for the removal of any tree or shrub, the city forester shall require that the permit holder pay the current tree or shrub valuation and removal costs prior to commencement of the work.

(Ord. No. 2016-001, 3-7-2016)

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

- (a) Whenever the city forester shall determine that a tree in any parkway, park, right-of-way, or public place has been removed, or has been impaired, damaged, broken, severed, or destroyed, in a manner which will cause the need for the immediate or future removal of the tree, and which removal is deemed premature and untimely based on the condition, vigor, location, kind, and age of the tree, and the city forester has knowledge of the person causing the removal, impairment, damage, breaking, severance, or destruction, then the city forester shall assess against the responsible person the greater of:
 - (1) The value of the tree as determined according to the Michigan Forestry and Parks Association Shade Tree Evaluation Chart; or
 - (2) The cost of the removal and replacement of the tree with a comparable tree of not less than a three-inch trunk diameter measured at a height of six inches above the ground.
- (b) Nothing in this section shall be construed to restrict the city forester in his or her choice of an appropriate planting site for any replacement tree.
- (c) In the event the city police department or any other official or employee of the city obtains knowledge of any improper removal, impairment, damage, breaking, severing, or destruction of any tree, and/or of the identity of the person(s) causing the same, the city police department and/or such other city official or employee shall immediately report the information to the city forester for further investigation and/or action.
- (d) It shall be the duty of the city forester to notify the city manager and city attorney of any removal, impairment, damage, breaking, severing, or destruction of any tree that may result in the assessment of costs under this section.
- (e) The full amount of any costs assessed under this section shall be conveyed to the city forester for future tree planting purposes notwithstanding the deduction of the cost of the removal and replacement of the damaged tree.
- (f) The city forester shall determine the appropriate time for the removal and replacement of any tree as to which costs may be assessed under this section, and costs may be assessed regardless of whether the tree has been removed and/or replaced at the time of such assessment.

(Ord. No. 2016-001, 3-7-2016)

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

- (a) Any private lands within the city whereon insect pests and/or plant diseases may be found to have injuriously affected either the trees, plants, or shrubs located thereon or on any other private lands or public places within the city, or which may otherwise injuriously affect the public health, safety, and/or welfare of the inhabitants of the city, may be entered upon by the city forester or other authorized employees, agents, or contractors of the city to make field inspections, including, but not limited to, the removal of specimens for any laboratory or other analysis as may be necessary to determine the presence of the infestation or to locate any private lands which might serve as a breeding place for insects.

- (b) After determination of infestation, the city forester or other authorized employees of the department of public services may by written notice give the property owner a definitive time, but not less than ten days, to remove, treat, and dispose of the infested trees, plants, or shrubs. If the work is not satisfactorily completed by that time, then and in that case the city forester or other authorized employees, agents, or contractors of the city may enter upon the property and remove, destroy, and/or treat the infested area by any approved means or practice.
- (c) If the nature of the infestation for reasons of public health, safety, and/or welfare does not permit the affording of ten days' written notice to the property owner, the cost of the removal, destruction, or treatment of the infestation shall be borne by the city at large. In any case where after notice has been given to the property owner and the property owner refuses or neglects to remove, destroy, or treat such infestation, or cause the infestation to be removed, destroyed, or treated within 15 days after receipt of such notice, the city forester may, without further notice, cause the same to be done. In such case, all costs pertaining to the removal, destruction, or treatment of such infestation shall be paid from the city treasury, and the amount thereof shall be assessed against the property on the next general assessment roll of the city. Where definite ownership of the property cannot be established, or where proper notice cannot be given to the owner of the property, it shall be the duty of the city forester to cause the removal, destruction, or treatment of the infestation at the expense of the city.
- (d) In the event the city forester or those designated by him or her are refused admittance upon private property for the purpose of making the inspections contemplated by this section or for the purpose of removing, destroying, or treating infestations determined to exist thereon, application for an order requiring the occupant and/or owner of the property to permit such entry, inspection, removal, destruction, or treatment, and requiring such owner and/or occupant to cease and desist from interfering therewith may be sought in any court of competent jurisdiction.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-114. - Public nuisance.

- (a) Any tree, shrub, plant, or parts thereof growing upon private property but overhanging or interfering with the use of any parkway, park, right-of-way, or public place of the city that in the opinion of the city forester endangers the life, health, safety, welfare, or property of the public shall be declared a public nuisance.
- (b) Any tree, shrub, or plant growing on private property within the city afflicted with any dangerous and infectious insect infestation or tree disease shall be declared a public nuisance.
- (c) Any tree, shrub, or plant located in any public parkway, park, right-of-way, or public places that is afflicted with any dangerous and infectious insect infestation or tree disease shall be removed at city expense and under the direction of the city forester.
- (d) Whenever any public nuisance exists contrary to the provisions of any section of this article, the city forester or his authorized agent shall give written notice to the owner or occupant of the property or the owner's agent, describing the tree, shrub, or plant, its location, and the nature of the nuisance, and ordering the owner, agent, or occupant to take such measures as may be reasonably necessary to correct or cease such nuisance, specifying the measures required to be taken.
- (e) It is unlawful for any person to permit, cause, or suffer the existence of a public nuisance regarding any tree, shrub, or plant from and after 30 days following the date of the notice provided for in this section.
- (f) In any case in which a notice given under this section is not complied with, the city forester is authorized and empowered to order the removal or abatement of the public nuisance and, upon failure of the property owner, occupant, or owner's agent to comply with such order in accordance with its terms, the city forester shall have the authority to make application to any court of competent jurisdiction for an order requiring the property owner, occupant, or owner's agent to permit the city

forester or those designated by him or her to enter upon such private property for the purpose of removing or abating the public nuisance, and further requiring such property owner, occupant, or owner's agent to cease and desist from interfering with such removal or abatement.

- (g) Any work contracted by the city forester for the removal or abatement of public nuisances shall be submitted for bids and approved by the city council.
- (h) Upon completion of the abatement or removal of the public nuisance, the city forester shall certify the cost of the removal of the public nuisance. The owner or other persons to whom the notice was directed shall be notified by mail of the removal or abatement, the cost incurred for such work, and a statement that the cost of the work must be paid within 30 days of the mailing of the notice, or the cost incurred will be assessed against the property at a regular meeting of the city council to be held not sooner than 30 days after the date of the notice.
- (i) It shall be the duty of the owner of the property or other person to whom notice was directed to pay the cost of such removal within 30 days after the date of mailing of the notice of completion, and in case of their failure to do so, the city shall have the right to make assessment by ordinance against the property for the purpose of collection in the same manner as general taxes are collected.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-115. - Private trees and shrubs—Clearance.

- (a) Every owner of any tree, plant, or shrub overhanging any right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any right-of-way intersection and so that there shall be a clear space of at least 16 feet above the surface of any street or highway, and at least eight feet above the surface of the remainder of any right-of-way. Such owners shall remove all dead, dying, decaying, diseased, infested, or dangerous trees, or broken or decayed limbs or branches from trees where such limbs and branches overhang a parkway, right-of-way, or other public place, or which constitute a menace to the safety of the public. In the event that the city forester, city engineer, or the city engineer's designee determines that any tree, shrub, or plant located on private property interferes with the proper spread of light from a street light along a street or highway, interferes with the visibility of any traffic control device, or otherwise poses a threat to the safe use of any right-of-way by the public, the city shall have the right to enter upon said private property to trim or remove the offending tree, shrub, or plant as needed. Where practicable, the city shall give written notice by first-class mail, addressed to the property owner's last known address as shown by the records of the city assessor, and mailed at least five days prior to any trimming or removal activities.
- (b) All trees, shrubs, and plants located within the triangle formed by the intersection of right-of-way lines and extending for a distance of 25 feet each way from the intersection on any corner shall not be permitted to grow to a height of more than ~~two and one-half feet~~ eighteen (18) inches above the grade at the edge of the pavement. Canopy trees may be maintained in the site clearance triangle areas provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the surface of the right-of-way. In the event that the city forester, city engineer, or the city engineer's designee determines that any tree, shrub, or plant located on private property is in violation of these restrictions, the city shall have the right to enter upon said private property to trim or remove the offending tree, shrub, or plant as needed. Where practicable, the city shall give written notice by first-class mail, addressed to the property owner's last known address as shown by the records of the city assessor, and mailed at least five days prior to any trimming or removal activities.
- (c) In the event the city finds it necessary to act under this section, the city forester shall cause an invoice for the costs of the work performed by the city to be mailed by first class mail to the owner of the property upon which the offending tree, shrub, or plant is located, which invoice shall be due and payable within 30 days. If the owner of the property fails to pay the invoiced charges within 30 days of the mailing of the invoice, the city may cause the cost reflected in the invoice to be assessed against the property as a special assessment, and the city may institute an action against the owner

for the collection of the costs in any court of competent jurisdiction. However, the city's attempt to collect such costs shall not invalidate or waive any lien asserted or filed against the property.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-116. - Oak wilt prevention.

- (a) *Purpose.* The city has determined that the health of all species of oak trees within the city are threatened by the fatal disease known as oak wilt. Hazardous conditions resulting from the spread of the disease create the potential danger of windfall or other breakage of significantly weakened/dead standing trees situated in the vicinity of common property boundaries or common travel lanes. It has further been determined that the loss of all species of oak trees growing upon private and public property would substantially depreciate the value of property within the city and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the city council to prevent and control the spread of oak wilt and this section is enacted for that purpose.
- (b) *Painting of oak tree wounds.* Any person or entity that causes a wound to any species of oak tree, whether from ground-maintenance equipment, trimming, cutting, pruning, or otherwise, shall paint the wound immediately after it occurs with opaque latex paint. Painting of exposed oak roots is required by contractors making underground utility cuts and excavations where there are live oak roots larger than the size of a dime.
- (c) *Oak tree cutting and pruning.*
 - (1) From April 1 through October 15 of each year, no pruning or cutting of live branches of any species of oak tree is permitted except in emergencies.
 - (2) Emergency pruning within the April 1 to October 15 time period is permitted to maintain necessary levels of safety, service, and reliability. If any emergency pruning is done, latex paint must be applied to the fresh wound. Situations where emergency tree pruning may be necessary include, but are not necessarily limited to, the following:
 - a. Storm-related damage to electrical facilities and/or adjacent trees has caused or could cause a power outage;
 - b. Bringing electrical service into a new residence or business;
 - c. Moving electrical facilities to accommodate road, pipeline, or building construction; and
 - d. Rebuilding or upgrading distribution facilities.
 - (3) Cutting and removal of the entire tree for all species of oak trees is permitted provided that:
 - a. No standing oak trees of any species are damaged in the process; and
 - b. Stumps are cut as low to the ground as possible.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-117. - Severability.

If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase, or portion of this article.

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-118. - Enforcement; interference with city forester.

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

(Ord. No. 2016-001, 3-7-2016)

Sec. 14-119. - Violation.

It shall be unlawful for any person or entity to violate any of the provisions of this article. Any person or entity convicted of violating any provision of this article shall be deemed guilty of a misdemeanor, and shall be deemed guilty of a separate offense for each and every such violation and for each and every day or portion thereof during which any such violation occurs or continues. Any person who violates this article shall be subject to the penalties for such violation in addition to the assessment of any costs as provided in this article. Any appraisal of the value of a tree under this article shall be performed by a state registered forester.

(Ord. No. 2016-001, 3-7-2016)

Secs. 14-120—14-140. - Reserved.

City of Hillsdale

Banking RFP Summary & Recommendation

Date: July 6, 2020

**BACKGROUND PROVIDED BY: David Mackie, City Manager and Bonnie Tew,
Finance Director**

Last fall the Finance Committee asked the City Staff to put together a Request for Proposals (RFP) for banking services, which had not been reviewed in many years. City Staff prepared an RFP (attached) and had the Finance Committee review it prior to dissemination. Once approved, the RFPs were hand delivered to all five banks in town on Monday, January 27th with questions due by February 14th and RFP opening on Monday, March 2nd. All five banks provided proposals to the RFP: County National Bank, Southern Michigan Bank & Trust, Chemical Bank, Flagstar Bank and Fifth Third Bank.

Currently the City uses Southern Michigan Bank & Trust (SMBT) and the BPU uses County National Bank (CNB) for banking services. The City and BPU have been satisfied with the services provided to them by both banks. All banks met the minimum qualifications of the RFP and can provide the mandatory services needed by the City and BPU. It's important to mention that all five banks own their buildings in Hillsdale and that CNB is headquartered in Hillsdale.

The above being said, the City Staff worked to compare the banks based on services provided, estimated annual fees and interest earnings on a \$5,000,000 pooled average account balance (see attached). Originally RFPs were submitted on March 2nd, which was prior to the COVID-19 financial crisis. The City requested that all banks update their interest rates on May 28th, which is reflected in this analysis.

SMBT's provided the best net financial package to the City and BPU generating an estimated \$39,000 in interest earnings at the May 28th rates. At the March 2nd rates, SMBT additionally provided the best net financial package to the City and BPU generating an estimated \$74,500 in interest earnings.

RECOMMENDATION: Both the City Staff and Council Finance Committee recommend that the City Council approve that the City's banking services remain at SMBT and the BPU's banking services be transferred to SMBT. This commitment would be for three years with the possibility of a two year extension.

City of Hillsdale – 2020 Banking Services RFP

I. SUMMARY

Continual changes in technology, treasury management practices and new innovative products and services provide public funds managers opportunities to achieve their objectives of appropriate and cost-effective banking services while protecting its funds and reducing risk to its reputation. In accordance with the Government Finance Officers Association (GFOA) best practices, local governments should periodically reevaluate their banking services. As it has been over ten years since the City of Hillsdale last solicited banking services proposals, it is time to reevaluate these services.

II. PURPOSE OF REQUEST

The City of Hillsdale is requesting proposals for its primary banking services including its main depository. It is the City's intent to award all services to the most qualified Financial Institution, but may in the City's best interest award partial services to two or more qualified Financial Institutions.

III. TIMELINE FOR PROCUREMENT PROCESS

The City of Hillsdale has developed the following timetable and fully expects to execute a finalized banking services agreement on or before May 4, 2020:

- Issue RFP on February 14, 2020
- Deadline for Proposals - 3:00 p.m., March 16, 2020
- Opening of Proposals - 3:15 p.m. March 16, 2020
- Interview with Selected Firms –April 1-10 (if necessary)
- Take staff recommendation to Finance Committee – April 20, 2020
- Recommendation and Approval by City Council - May 4, 2020
- Finalize and Sign services agreement - week of May 11 -15, 2020
- Implementation – Month of July 2020

IV. MINIMUM QUALIFICATIONS

To be considered for this proposal, financial institutions must meet all of the following minimum qualifications:

- A. Institution must hold and maintain a charter, license, or other documentation

City of Hillsdale – 2020 Banking Services RFP

from the United States Government or the State of Michigan the authority to provide banking services to the City of Hillsdale.

- B.** Institution must be a State of Michigan qualified depository for public funds pursuant to Public Act 20 as amended, and all funds deposited with the institution shall be held only in a manner consistent with Public Act 20.
- C.** Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services including but not limited to domestic wires and ACH transactions.
- D.** Institution must have an established office or branch within the City limits or within close proximity to the City of Hillsdale.
- E.** Institution must have a straightforward, intuitive, and secure web based interface to transfer of funds within City accounts, the initiation of wires or ACH transactions (including direct deposit files), and the reporting of current and previous days account balances.

V. INSTRUCTIONS FOR PROPOSALS

- A.** Proposals must be in a sealed envelope and clearly marked on the face of the envelope "BANKING SERVICES RFP". Proposals must be received by 3:00 p.m., March 16, 2020. Three (3) copies of the proposal must be submitted. Faxes, emails, and telephone proposals will not be accepted. Late proposals will be returned unopened.
- B.** Proposals should be prepared in a simple, straight forward manner describing the institution's capabilities of meeting the requirements of this request. All quotes submitted in response to this RFP shall become the property of the City of Hillsdale and be a matter of public record available for review.
- C.** All proposals and questions should be directed to:

Bonnie Tew, Finance Director
City of Hillsdale
97 N. Broad Street.
Hillsdale MI 49271
btew@cityofhillsdale.org

City of Hillsdale – 2020 Banking Services RFP

Questions must be in writing. Deadline for submitting questions is 3:00 p.m. on February 26, 2020. Answers to questions will be in writing via email to all known interested vendors. A copy of bank account statements for the prior year will be made available upon request.

- D.** Results: A tabulation sheet will be available for review after proposals are opened and reviewed.
- E.** Changes and addenda to Documents:
Information of change or addendum issued in relation to this RFP will be on file and available in the City Clerk's Office, 97 N. Broad Street, Hillsdale, MI.
- F.** In addition, to the extent possible, copies will be mailed to each vendor registered as having received a set of quote documents. It shall be the vendor's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all vendors shall be bound by such addenda.
- G.** All proposals must include the following:
 - 1. Complete responses to questions/statement-appendix A
 - 2. Statement of Qualifications-appendix 8
 - 3. Non-Collusion Affidavit Certificate-appendix C
 - 4. Signed Certification Regarding Debarment or Suspension Appendix D
 - 5. A clear and detailed schedule of fees/costs proposed either fixed or itemized. All costs associated with implementing the services agreement should also be listed such as remote capture devices, deposit slips, software, and other onetime setup costs.

VI. BACKGROUND

The City of Hillsdale was established back 1835 and is the county seat of Hillsdale County. Its population is approximately 8,300. The City is a home-rule city and is administered by a council/manager form of government. It employees 70 full-time employees, with numerous part-time/temporary positions utilized at various times throughout the year depending on the season. Direct deposit is utilized by all employees with some 200 ACH transactions processed on a bi-weekly basis. The City is currently using the following DDA accounts with average collected balances of:

City of Hillsdale – 2020 Banking Services RFP

General Checking	\$2,791,000
Payroll	27,700
BPU Receiving	2,166,000
Accounts Payable	330,000
Tax Collections	545,000
Sweep account.	\$1,495,000

VII. SCOPE OF SERVICES

The City of Hillsdale is soliciting proposals for banking services with a financial institution which operates a branch or office within city limits or very close proximity. The banking services contract will be for a three year period beginning the day the contract is executed. It is hopeful that, at the City's option, a two year contract extension will be permitted with the same terms and conditions as the original agreement.

The following is a list of mandatory services required.

- Checking and Savings deposit accounts
- Payroll direct deposit
- ACH debit and credit services
- On-line banking-reporting
- On-line stop payments
- Overdraft protection
- Safety Deposit Box
- On-line wires and account transfers
- Excellent customer service
- Remote capture for more than one account

The following is a list of optional services:

- Positive pay
- Credit Card processing
- Credit Cards
- Procurement cards
- Safekeeping
- Nightly account sweep- fully insured
- Other financial services that can be provided that would be beneficial to the City of Hillsdale but not specifically addressed above.

City of Hillsdale – 2020 Banking Services RFP

The City of Hillsdale expects that the chosen financial institution has the capability to provide all of the services within the scope of this proposal. A financial institution will submit as part of its proposal any partners or other providers that will provide any service(s) that are part of the agreement.

VIII. TERMS AND CONDITIONS

- A.** Applicable Laws: the Ordinances and Charter for the City of Hillsdale and the laws of the State of Michigan concerning competitive quotes, contracts, proposals, and purchases will be employed.
- B.** Taxes: The City of Hillsdale is generally exempt from Federal Excise and Michigan Sales Tax. Prices shall not include taxes. The City of Hillsdale is a governmental entity and qualifies for any governmental discounts.
- C.** If the vendor elects to deviate from this RFP, all exceptions or other changes shall be clearly noted and submitted in advance so that all known vendors can be made aware and can elect to react to any changes.
- D.** The City of Hillsdale does not discriminate based on race, color, national origin, sex, religion, age, or disability in employment or the procurement of services.
- E.** Responses to this RFP may not be withdrawn or changed for a period of one hundred twenty (120) days after the official date of opening. This time period may be extended by mutual agreement of the City and any vendors.
- F.** The City of Hillsdale reserves the right to reject any and all quotes, waive informalities or defects in quotes and accept such quotes, as it shall deem to be in the best interest of the City of Hillsdale.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated by the Finance Director, City Manager, and any other City staff deemed necessary. Evaluations will be based on the below criteria and may be weighted in any manner it deems appropriate.

- A.** The City will consider whether the submitted proposal meets the minimum RFP requirements.

City of Hillsdale – 2020 Banking Services RFP

- B. The City will review all submitted material and any other relevant material it may obtain to determine whether the financial institution is capable of providing the services outlined in this RFP.
- C. Fees
- D. References
- E. Community presence/investment

City of Hillsdale – 2020 Banking Services RFP

APPENDIX A - QUESTIONS/STATEMENTS

- A. Provide the names and titles of individuals who will be working on the proposed services and conversion including their areas of expertise.
- B. Submit five (5) references from current local government customers. References must include contact name, title, address, and phone number.
- C. Describe the institutions community participation or reinvestment program.
- D. Describe your institution's governmental service philosophy.
- E. Provide information about your institution including two years of your most recent financial statements, credit rating, and other information you want to share about your institution.
- F. Provide your funds availability schedule.
- G. Describe your on-line interface in detail including security features and system requirements.
- H. Can your institution automatically redeposit returned items?
- I. How does your institution handle positive pay exceptions?
- J. Explain your institutions disaster recovery plan.
- K. Describe the conversion plan (include timeframe) you would coordinate to ensure a smooth transition from our current provider.
- L. Discuss any special conditions, fees, services, or deviations from the services requested within this RFP.

City of Hillsdale – 2020 Banking Services RFP

APPENDIX B - STATEMENT OF QUALIFICATIONS

Each financial institution submitting a proposal shall include this page completed, signed and notarized.

Name of Financial Institution _____

Business Address _____

Business Phone _____ Fax No. _____

E-mail address of Authorized Signer _____

Services provided by your institution _____

Please attach to this statement a copy of your charter, license, or documentation showing your ability to provide banking services in the State of Michigan for the City of Hillsdale.

I certify that _____ is capable of providing the services requested in this proposal and will comply with the rules, laws, and regulations of the State of Michigan, the United States Government, and any other laws and regulations governing municipal deposits and banking.

Title _____ Name _____

Authorized Signature _____

Sworn before me _____ day of, _____ 2020

Notary Signature _____

Notary Stamp

APPENDIX C - NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, states that the person nor financial institution herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action to impair the free competitive bidding process of this banking services RFP.

Institution Name: _____

Title _____ Name _____

Authorized Signature _____

Sworn before me _____ day of, _____ 2014

Notary Signature _____

Notary Stamp

**APPENDIX D - CERTIFICATION REGARDING DEBARMENT OR
SUSPENSION**

To: Hillsdale City Clerk:

The undersigned vendor declares that they have carefully read, become familiar with and understands the quote/contract documents and specifications and hereby proposes to fulfill the attached quote.

In submitting this quote, it is understood and agreed by the undersigned that the right is reserved by the City of Hillsdale to reject any or all quotes. It is further understood and agreed by the undersigned that any qualifying statements, or conditions made to the above quote, as originally published, as well as any erasures, omissions, or entered wording obscure as to its meaning, may cause the quote to be declared irregular and may be cause for rejection of the quote.

Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary
Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/ proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

City of Hillsdale – 2020 Banking Services RFP

- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF VENDOR _____

BY _____

TITLE _____

	Southern MI Bank & Trust	County National Bank	Chemical Bank - TCF	Flagstar Bank	Fifth Third Bank
				Prices guaranteed for 3-years	
	American Banker rated in top 200 community banks				
	Assets less than \$2 billion	Assets of over \$737 million	Deposits of \$16 billion	Deposits of \$11 billion	Deposits of \$17 billion
	Deposit Accounts.com named SMB&T	FDIC rating of Satisfactory	9th largest bank in Midwest	FDIC rating of Satisfactory	Third largest bank in Midwest
	in the top 200 Healthiest Banks in the Nation		FDIC rating of Satisfactory		FDIC rating of Satisfactory
	Bauer Financial rated 5 STARAS - Superior				
			Money Market 0.75% @ May 28, 2020	Savings .55% @ May 28, 2020	
Checking Account	1.51% @ March 2 2020 0.80% @ May 28, 2020	0.25% @ March 2, 2020 0.25% @ May 28, 2020 (no change)	1.00% @ March 2, 2020 0.35% @ May 28, 2020	1.30% @ March 2, 2020 0.25% @ May 28, 2020	1.00% @ March 2, 2020 Not heard back from them as of May 28, 2020
Mo. Acct. maint.	None	\$10*		\$10.00	
Deposit bal. mgmt. fee				Waived	
Deposit adjustment					\$12.75
Deposit tickets				\$50.00	
Deposit items rejected					\$0.37
Items in deposit				\$0.10	\$0.45
Cks. paid				\$0.10	\$0.16
Deposit admin. fee					\$0.06
Currency processing @ Branch				*0.10	
Return Deposit Item	\$12.00	Waived	\$10.00	\$12.00	?
NSF returned/paid fee		\$31.00	\$37.00	\$36.00	?
Cks. returned item/chargeback					\$7.50
Internal transfer					\$36.75
Online Banking - Treasury		No fee			No fee
Mo. Acct. maint.				\$50.00	
Additional Accts.				\$5.00	
Image Services Module Maint.				\$0.00	
Per Image				\$0.12	
Security Tokens				4/\$0 \$75 ea.	
ACH Origination	\$19.95/MO	Waived	\$25.00	\$20.00	\$20.00
Mo. Maint.					
CR/DR Originated	\$3/file			\$0.10	.25/.24
CR/DR Received	\$0.15			\$0.10	\$0.27
Electronic Deposits					\$0.06
Electronic On-us clearing					\$0.04
Electronic Deposit image exchange clearing					\$0.08
CR/DR Originated - same day				\$0.75	
ACH Returned item	\$5.00			\$5.00	
EDM micr rejection					\$0.27
EDM deletion of duplicate item					\$3.95
EDM deletion of image failure					\$3.15
Remote deposit Capture	Waived	Waived	\$70.00		
Per Mo.				\$35.00	
Per deposit				\$0.40	
Per deposit item				\$0.10	
Scanner			Single feed - \$65/Mo. & Batch feed - \$75/Mo.	\$510/ea. + shipping	\$50/ea.
Sweep Services	\$10 Mo. fee/Interest rate 1.01%	# Fully FDIC Insured/no fees/int. rate .40%	# fully FDIC Insured/no fees/int. rate 0.75%	# fully FDIC Insured/no fees/.20%	
Stop Payments	\$35.00	\$31.00	\$32.00	\$20.00	\$47.25
Estimated earnings on \$5,000,000 average uncollected balance	\$40,000.00	\$12,500.00	\$17,500.00	\$12,500.00	
Estimated annual fees	\$1,000.00	None with this proposal	\$1,140	\$10,888.00	\$13,180.00

	Southern MI Bank & Trust	County National Bank	Chemical Bank - TCF	Flagstar Bank Prices guaranteed for 3-years	Fifth Third Bank
	Sweep Account interest of 1.01%	*Waived with electronic statements		*Per \$100 Deposited	*Interest earned at Fed's rate less 1/2%
	Unlimited check writing & deposits	ACH files uploaded or manually inputted allowing for at least one day processing time. Secondary authorization is required	Combined limit of 5 NSF & overdrafts per day \$37 ea. On our account.	Fee Options: 1. Variable interest paid on all checking accounts with hard dollar fees for services. 2. Non-interest bearing with earnings credit on balances to offset service charges. Requires a balance in the account to offset fees. 3. A combination of both the above.	There were many (4 pages) of fees. I did not listed all of them here.
	ACH cut-off transmission time of 3:00 pm	ACH cut-off transmission time of 3:00 pm	ACH cut-off 5:00pm for delivery next day. ACH same day available		Estimated pricing: interest at the March 2, 2020 rates was \$4,717.98. Estimated earnings credits totaled \$6,020.24, less the analyzed fees of \$1,098.27. This gives you a net analyzed result of \$4,921.97. Not sure what all this means?
	Charges a return deposit fee and a redeposit fee \$12 each time.	No remote deposit fees	Coin counting/rolling fee 10% of total	They recommend option one.	
	Have had a great working relationship with them for over 10 years	Very longstanding working relationship with the BPU of 30+ years		One time \$200 credit on purchase of all supplies to make the transaction - covers checks, deposit tickets, depository bags, endorsement stamps, etc.	
	Responsive and easy to work with.			ACH files uploaded or manually inputted allowing for at least one day processing time. Secondary authorization is required.	
	March 2nd interest rate of 1.51% would have generated estimated earnings of \$75,500.			Fully FDIC accounts are offered are part of the Insurance Cash Sweep program, which is a liquid CDARS product.	
				ACH cut-off transmission time of	
	All banks met the minimum qualifications of the RFP				
	1. Hold & maintain charter, license or other documentation from the US Gov. or State of MI				
	2. State of MI qualified depository for public funds pursuant to Public Act 20				
	3. Member of Federal Reserve system				Price bundling is available
	4. Office or branch within the city limits				Customized proposal based on organizations needs
	5. Have a web based interface to transfer funds within and do wire or ACH transactions				
	All banks can provide the mandatory services				
	1. Checking/savings deposit accounts				
	2. Payroll direct deposit				
	3. ACH debit/credit services				
	4. On-line banking reporting				
	5. On-line stop payment				
	6. Overdraft protection				
	7. Safety Deposit Box - will not be using moving forward.				
	8. On-line wires/transfers				
	9. Excellent customer service				
	10. Remote capture				

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: New Business

SUBJECT: Resolution to Name New Streets – Hillsdale Commons Condominium

BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor):

The Hillsdale Commons Condominium project was reviewed and approved in compliance with Chapter 18, Division 6 of the Hillsdale City Code of Ordinances. It was recently discovered that the plan approved did not, and was not required to, include a Road Names plan. Upon review of the applicable ordinances, it was discovered that the naming of new streets is not addressed in the Condominium section of the code, but is instead controlled by several other sections.

Section 18-116 states,

- (a) Street names shall not duplicate any existing street name in the county, except where a new street is a continuation of an existing street.*
- (b) Street names may be spelled differently but sound the same.*

Section 30-121 – Street Names states,

- (a) All streets shall be known and designated by the names applied thereto on the map of the city known as the street plan, filed with the board of public utilities. The naming of any new street or the changing of the name of any street shall be done by resolution, which resolution shall amend said map.*

Upon discovering the omission of the Road Names plan, City staff contacted the developer of the project and asked that one be prepared. The initial plan submitted was determined not to meet the minimum standards as the individual streets were given only letters, not unique names. Staff requested a revised plan, so with the assistance of City staff the developer researched the deed history on the property in question for inspiration. The developer then presented the attached revised plan using current and previous owners to name the five streets within the development.

RECOMMENDATION:

Staff recommends approval of the street names as shown on the attached plan by passage of the attached resolution.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A Resolution pursuant to Section 30-121(a) of the Hillsdale City Code of Ordinances assigning names to the streets within the Hillsdale Commons Condominium.

WHEREAS the Master Deed for the Hillsdale Commons Condominium, Hillsdale County Condominium Subdivision Plan No. 11, has been recorded with the Hillsdale County Register of Deeds in Liber 1757 Page 770; and

WHEREAS the Site Plan for the Condominium was reviewed and approved in compliance with Chapter 18 of the Hillsdale City Code of Ordinances without proposed street names; and

WHEREAS the owner of the property has now submitted a proposed Road Names plan using the names of previous and current owners of the property as inspiration; and

WHEREAS Section 30-121(a) states, in part, "The naming of any new street... shall be done by resolution, which resolution shall amend (the street plan) map; and

WHEREAS City staff has reviewed the proposal to ensure the proposed names do not duplicate any existing street name in the county, in compliance with Section 18-116.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the streets within the Hillsdale Commons Condominium shall be named according to the submitted plan as described below:

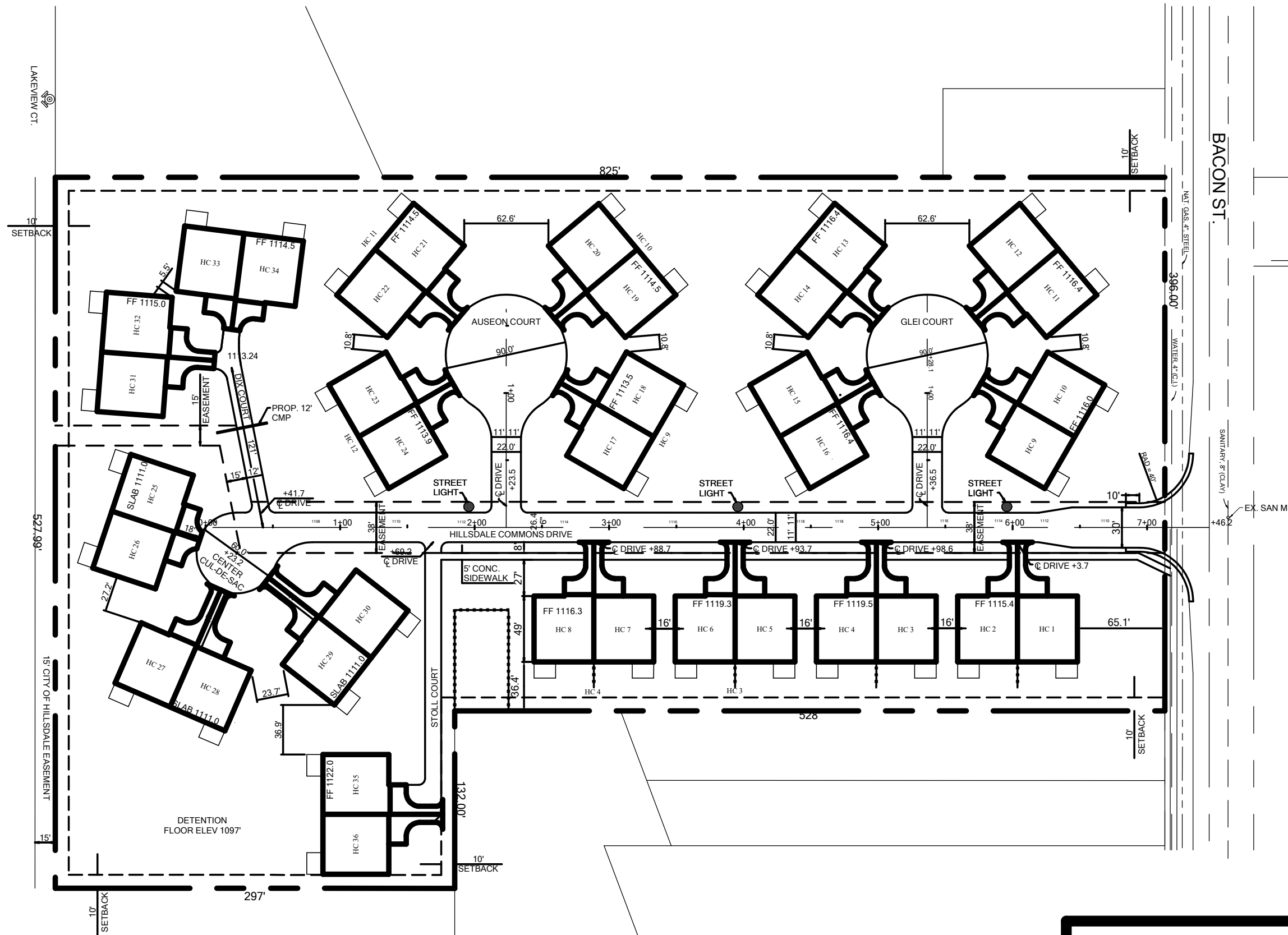
- **Hillsdale Commons Drive** – being the main entrance into the subdivision, south off of East Bacon St east of Superior Street, and ending in a cul-de-sac.
- **Glei Court** – being the first cul-de-sac west off of Hillsdale Commons Drive.
- **Auseon Court** - being the second cul-de-sac west off of Hillsdale Commons Drive.
- **Stoll Court** – being the only street extending east off of Hillsdale Commons Drive.
- **Dix Court** – being the southern-most street extending west off of the cul-de-sac at the end of Hillsdale Commons Drive.

IT IS FURTHER RESOLVED that the naming of the streets by this resolution in no way changes the designation of said streets as a general common element with responsibilities as indicated in the Master Deed, and IS NOT an acceptance of said streets into the City Local Street System.

ADOPTED IN OPEN COUNCIL MEETING THIS _____ DAY OF _____, 2020.

Adam L. Stockford, Mayor

Katy Price, City Clerk



SUPERIOR ST.

WATER, 12" (D.I.)



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HILLSDALE COMMONS

COMMONWEALTH DEVELOPMENTS, LLC



REV. 4/28/20

590 OLDS STREET
JONESVILLE, MICHIGAN 49250
www.commonwealthdevelopments.com
TEL. 517.797.4485 | FAX 517.826.9093

DRAWING TITLE
ROAD NAMES

JOB NUMBER
XXXXXX

PLAN SHEET
10 of 20

DATE
6-4-20

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020
Agenda Item: New Business
Subject: Request for Street Closure, Hillsdale College Commencement

Background:

Council approved a Traffic Control Order on June 15, 2020 to close Hillsdale Street for Hillsdale College Commencement on the East Lawn. Hillsdale College is planning an alternative Commencement location based on social distancing needs. This alternative location is Muddy Waters Stadium located at 201 Oak St. Hillsdale College requests to close Oak Street between E. College Street and Academy Lane on July 18, 2020 from 10:00 a.m. until 6:00 p.m. if this site is chosen for Commencement. See attached Traffic Control Order 2020-21.

Recommendation:

Approval of this request is recommended.

Scott A. Hephner

Chief of Police / Fire Chief

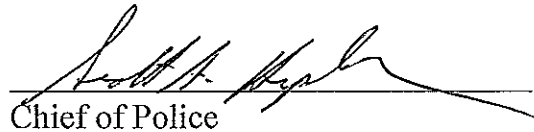


**TRAFFIC CONTROL ORDER
2020-21**

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.

Oak St. between E. College St. and Academy Lane will be closed to all traffic from 10:00 am to 6:00 pm on Saturday, July 18, 2020 for the Hillsdale College Commencement ceremony alternative location of Muddy Waters Stadium (201 Oak St.).

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


Chief of Police

07/01/20
Date

Received for filing in the office of the City Clerk at 9:00 a.m. on the 1 day of July, 2020.

City Clerk

07/01/20
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2020.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: New Business

SUBJECT: Hillsdale College Amended Commencement Agreement

BACKGROUND: Michelle Loren, Recreation Director

In a June Regular Meeting, Council approved an agreement granting Hillsdale College Use of its street for its 2020 Commencement Ceremony. Since that time guidelines for social distancing have become a factor in how the event can be made possible. Due to social distancing, it has become necessary to close a portion of Hillsdale Street in order to access 189 Hillsdale Street across from the vacant lots at 180 and 200 Hillsdale Street.

This event shall take place pursuant to TOC No. 2020-10 and 2020-21.

RECOMMENDATION

I recommend Council approve the amended street use agreement pending legal review and authorize signatures by the Mayor and Clerk on the Street Closure Agreement.

STREET USE AGREEMENT
Hillsdale College
2020 Amended Commencement Ceremony
July 18, 2020

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

Preamble

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

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

Hillsdale College desires to hold an event requiring the closure of Hillsdale Street between College Street and Barber Drive for the purpose of its Commencement Ceremony on Saturday, July 18, 2020 with the cleanup activities to be conducted and finalized within a specified period following the end of the event. In the event the location needs to be relocated in order to observe social distancing, the event will require the closure of Oak Street between E. College Street and Academy Lane.

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

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

Agreement

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets during specified periods on July 18, 2020, for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. the closure of Hillsdale Street between College Street and Barber Drive beginning at 10:00 a.m. and ending at 6:00 p.m. on July 18, 2020, for the purpose of holding Hillsdale College Commencement.
- b. the closure of Oak Street between E. College Street and Academy Lane from 10:00 a.m. until 6:00 p.m. as an alternative to the above should the location change in order to observe social distancing guidelines.

2. Hillsdale further agrees that it shall temporarily close Hillsdale Street between College Street and Barber Drive by Traffic Control Order 2020-10 passed by City Council on May 18, 2020 between the hours set forth for each area in subparagraph a. of paragraph 1 of this agreement. Hillsdale further agrees that it shall temporarily close Oak Street between E. College Street and Academy for an alternative commencement location between the hours set forth for the area in subparagraph b. of paragraph 1 of this agreement pursuant to Traffic Control Order 2020-21 passed by City Council on July 6, 2020.

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 Service's facility on Waterworks Drive no later than 3:00 p.m. on Monday, July 20, 2020. Hillsdale College shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades that Hillsdale's Police Department has placed to block Hillsdale Street from the public's vehicular use. Hillsdale's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

5. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from the Hillsdale Street/Oak Street closure(s) and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than noon on Monday, July 20, 2020.

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 portion of Hillsdale Street.

7. Hillsdale College agrees that it shall not permit any street other than the described portion of Hillsdale Street to be blocked or obstructed. Further, Hillsdale College agrees to and shall confine its proposed event activities solely to Hillsdale Street between College Street and Barber Drive or Oak Street between E. College Street and Academy Lane.

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 portion of 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' 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. Hillsdale Street, Hillsdale, Michigan 49242.

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

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: July ____, 2020

Dated: July ____, 2020

Katy Price, Clerk
City of Hillsdale

Dated: July ____, 2020

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020
Agenda Item: New Business
Subject: Street Closure for Senior Dinner

Background:

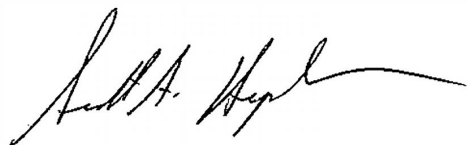
Hillsdale College requests the closure of Hillsdale Street between East Fayette and East College Street on Thursday July 16, 2020 between 6:00 p.m. and 10:00 p.m. for their Senior Dinner Event. Due to social distancing the Senior Dinner event will take place at both 189 Hillsdale Street and the vacant lot across the street. The street closure will ensure the safety of the event participants as they will be crossing between the venues.

Recommendation:

Approval is recommended based on the safety of the public.

Scott A. Hephner

Chief of Police / Fire Chief

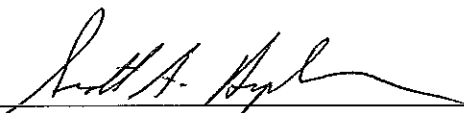


TRAFFIC CONTROL ORDER
2020-20

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

Hillsdale St. between E. Fayette and E. College St. will be closed to all traffic from 6:00 pm to 10:00 pm on Thursday, July 16, 2020 for the Hillsdale College Senior Dinner.

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

06/25/20

Date

Received for filing in the office of the City Clerk at 10:00 a.m. on the 25 day of June, 2020.

City Clerk

06/25/20

Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2020.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020

Agenda Item: New Business

SUBJECT: Hillsdale College Alley-Street Closure Agreement – Senior Dinner

BACKGROUND PROVIDED Michelle Loren, Recreation Director

Hillsdale College has requested the closure of Hillsdale Street between East Fayette and East College Streets on Thursday, July 16, 2020 between 6:00 p.m. and 10:00 p.m. for Senior Dinner. Due to social distancing, the event will take place at both 189 Hillsdale Street and the vacant lot across the street.

This event shall take place pursuant to TCO No. 2020-20 and ROW #3734.

RECOMMENDATION:

I recommend Council approve the Use of Alley/Street Agreement pending legal review and authorize signatures by the Mayor and Clerk.

Respectfully,
Michelle Loren, Recreation Director

AGREEMENT FOR USE OF ALLEY and STREET
Hillsdale College 2020 Senior Dinner
July 16, 2020

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Hillsdale College, of 33 E. College Street, Hillsdale Michigan.

Preamble

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

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

The College desires to sponsor and promote an event that is open to its students, staff, guests, and other members of the public at which food and non-alcoholic drink concessions, music and other activities will be provided. The event is proposed to take place in a large tent to be located on an open lot on Hillsdale Street between premises commonly known and designated as 180 Hillsdale Street and 204 Hillsdale Street on Thursday, July 16, 2020 between the hours of 6:00 p.m. and 10:00 p.m. The event will require the closing of the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street and Hillsdale Street between College Street and Fayette Street. Hillsdale Street shall be closed for the purpose of allowing proper space for social distancing. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

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

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

Agreement

1. In consideration of and reliance on the College's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow the College to hold its planned activity as described in the foregoing Preamble, and to close and use the alley that is located between Hillsdale Street and N. Manning Street, and runs north and south from Fayette Street to E. College Street in connection with it. Among other things, it is agreed that:

A. The described alley and street shall be closed to motor vehicle traffic between 6:00 p.m. and 10:00 p.m. on Thursday, July 16, 2020 and the City shall authorize and enter a traffic control order to that effect pursuant to TCO No. 2020-20 approved by Council at a regular meeting on July 6, 2020.

B. The College shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described alley and street as shown on the attached Exhibit A and B so as to close off the alley and street to motor vehicle traffic between 6:00 p.m. 10:00 p.m. and on Thursday, July 16, 2020.

C. Between the hours of 6:00 p.m. and 10:00 p.m. on July 16, 2020 the College may exclusively use the described alley for the purpose of transporting, erecting, installing and removing equipment, tents signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, concessions and other facilities as are reasonably required to conduct the proposed event and related activities.

D. Between the hours of 6:00 p.m. and 10:00 p.m. on July 16, 2020 the College may use the described alley and street in connection with its above described planned activities.

E. The College shall cause all music, concession, other entertainment and all activities of any kind related to its planned activities on the referenced vacant lot and alley to cease on or before on July 16, 2020.

F. Subject to and in accordance with the following provisions of this agreement, the College shall remove all barricades from the ends of the described alley, open the alley to public travel, and completely restore the alley to a condition that is at least as good as when taken.

2. The College agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.

3. The College agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.

4. Following the conclusion of the event, the College agrees to and shall be solely responsible for and at its sole expense shall comply with the following:

- A. Immediately after on July 16, 2020, the College shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described alley and open the alley to vehicular traffic.
- B. Upon receiving such permission, but not before, the College shall remove the barricades and open the alley to public travel and vehicular traffic. When the barricades are removed, the College shall place them out of the main traveled portion of the alley until they are returned to the City; provided that the College shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Monday, July 20, 2020.
- C. Between the hours of 8:00 a.m. and noon on July 17, 2020, the College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore the alley to at least as good condition as when taken.
- D. Immediately following the completion of the event, Hillsdale College shall at its sole expense remove or cause the removal and proper disposal of all equipment, tents, signs, tables chairs, port-a-johns, roll-offs, trash, garbage, litter and other items from the alley and surrounding environs, restore Hillsdale Street to at least as good condition as when taken.
5. The College acknowledges that there are no public restroom facilities at the site. Accordingly, the College represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.
6. The College agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described alley and street.
7. The College agrees that it shall not permit any public way other than the described alley to be blocked or obstructed. Further, the College agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the referenced vacant lot and the above-described alley and street.
8. The College agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.
9. The College represents that it is a valid Michigan corporation, and that it possesses or will obtain and provide persons with the skill, experience, competence and ability to carry out and fulfill all of its duties and obligations under this agreement in a timely and professional manner.
10. The College further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It

is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

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

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

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

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

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of the College, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the alley and street or event area;

B. Defects of any kind or nature in the City's alley and street rights of way, their surfaces or sub surfaces;

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

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

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

16. The College agrees that City may immediately terminate this agreement without further obligation or liability to the College at its option and with out prejudice to any other remedies to

which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to the College if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that the 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 delivered to the following named representative of the College by ordinary first class mail or personal service at the following address:

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

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

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

CITY OF HILLSDALE

HILLSDALE COLLEGE

Adam Stockford, Mayor
City of Hillsdale

Richard Péwé
Chief Administrative Officer
Hillsdale College

Katy Price, Clerk
City of Hillsdale

Dated: July ____, 2020

Dated: July ____, 2020

City of Hillsdale

Agenda Item Summary

Meeting Date: July 6, 2020
Agenda Item: New Business
Subject: Hillsdale College Commencement Noise Variance

Background:

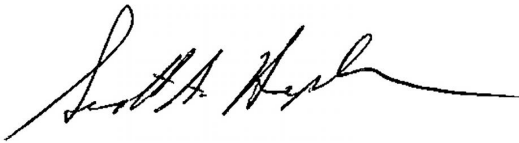
Council approved a noise variance for the Hillsdale College Commencement at the June 15, 2020 meeting. Hillsdale College is planning an alternative site for commencement based on social distancing needs. Therefore Hillsdale College requests a noise variance for Muddy Waters Stadium at 201 Oak Street on July 18, 2020 from 2:30 p.m. until 6:00 p.m.

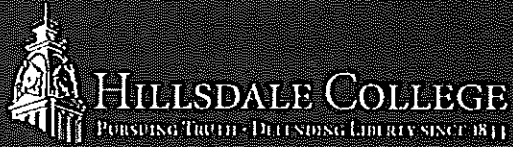
Recommendation:

Approval of this request is recommended.

Scott A. Hephner

Chief of Police / Fire Chief





June 25, 2020

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

Dear Chief Hephner:

In addition to the previous requests for noise variance already submitted, Hillsdale College would like to request an additional noise variance for Saturday, July 18 from 2:30 pm until 6:00 pm for Commencement at an alternative location of Muddy Waters Stadium (201 Oak Street) This second noise variance is for an alternative Commencement location if the East Lawn (33 E College Street) does not provide enough space to maintain social distancing requirements. If Muddy Waters Stadium is used, then the noise ordinance for the East Lawn will not be used.

A copy of our Right of Way Permit has been included with this letter as well.

If you have any questions, please call me at 517-607-2454.

Thank you for your assistance.

Respectfully submitted,

William Whorley
Director of Security

WKW/lmm

CITY OF HILLSDALE
PROCLAMATION

**Honoring Hillsdale Hospital CEO
Mr. Duke Anderson upon his retirement**

WHEREAS: Mr. Duke Anderson began his career in community health 40 years ago, with 14 of those as an employee of Hillsdale Hospital; and

WHEREAS: Mr. Anderson prior to his role at Hillsdale Hospital served as health official/chief executive director of the Branch-Hillsdale-St. Joseph Community Health Agency (BHSJ) until 1998; and then the county administrator for Branch County, Michigan;

WHEREAS: Mr. Anderson in 2002 simultaneously resumed the role of health officer until 2006 when he first became chief operating officer in 2006 at Hillsdale Hospital and then promoted to president and CEO in 2007; and

WHEREAS: Mr. Anderson was instrumental in developing a community health needs assessment in Hillsdale County; and

WHEREAS: Mr. Anderson has served on several local boards and his leadership earned Hillsdale Hospital the 2019 Investment Award from the Economic Development Partnership (EDP) of Hillsdale County

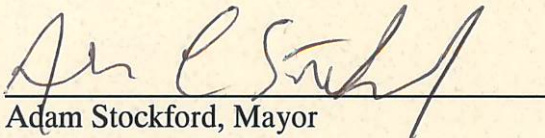
WHEREAS: In addition to his involvement at the state level, Mr. Anderson has become an advocate for rural health at the national level, doing advocacy work in Washington, D.C; and

WHEREAS: In 2015, Mr. Anderson made Becker's Hospital Review's list of Top Rural Health CEOs to Know, standing out among healthcare executives across the country; and

WHEREAS: Mr. Anderson has also been named the hospital's first-ever president emeritus.

NOW, THEREFORE, I, ADAM STOCKFORD, MAYOR OF THE CITY OF HILLSDALE, MICHIGAN, do hereby express my sincere appreciation and gratitude for Mr. Anderson's dedication and commitment to Hillsdale Hospital and our community. I congratulate him on the occasion of his retirement from Hillsdale Hospital, and wish him the best, and continued success in his retirement and future endeavors.

Signed on this Twenty-Sixth day of June, Two-Thousand and Twenty


Adam Stockford, Mayor
City of Hillsdale