



City Council Agenda

September 20, 2021
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of September 2, 2021: \$1,068,184.01
 - 2. Payroll of September 2, 2021: \$201,299.87
 - B. City Council Minutes of September 7, 2021
 - C. Housing Commission Minutes of July 21, 2021
 - D. Finance Minutes of Minutes of June 28, July 26, August 9, August 23 and September 7, 2021
 - E. Street Closure/Use Agreement – Keefer House Hotel
 - F. Use Agreement Pub n Grub- Ratification of Signature
- VI. Communications/Petitions**
 - A. Email: Hillsdale Co. Hazard Mitigation Plan
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Public Hearing: Industrial Facility Tax Exemption- DDP Specialty Electronic Materials US, Inc (DuPont)
- VIII. Old Business**
 - A. Leaf Collection Verbal Update- Jake Hammel
 - B. Demolition of 65 & 69 Westwood Street
- IX. New Business**
 - A. Set Public Hearing for Commercial Rehabilitation Exemption- Hoffman Trust #1
 - B. Amendment to TIFA Internal Loan Resolution 3408
 - C. Modern Waste Systems Refuse Collection Contract Assignment
 - D. Certification of Abandoned Property for Accelerated Forfeiture Act Resolution
 - E. Southern Michigan Bank & Trust Account Administrator
- X. Miscellaneous Reports**
 - A. Proclamations- Public Power Week- October 3rd – 9th, 2021
 - B. Appointment- 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 #
Check 101974							
582-175.000-801.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	100.00	101974
582-175.000-925.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	21.63	101974
590-175.000-801.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	50.00	101974
590-175.000-925.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	10.82	101974
590-175.000-925.000	08/05/21	ACD	CHARGES FOR AUGUST 2021/WWTP	11058-119	08/26/21	86.52	101974
591-175.000-801.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	50.00	101974
591-175.000-925.000	08/05/21	ACD	CHARGES FOR AUGUST 2021	42187-161	08/26/21	10.81	101974
591-175.000-925.000	08/05/21	ACD	CHARGES FOR AUGUST 2021/WTP	11060-119	08/26/21	86.52	101974
Total For Check 101974						416.30	
Check 101975							
590-547.000-801.000	08/13/21	ADT SECURITY SERVICES	7/14/21 - 8/31/21 CHARGES	860538059	08/31/21	33.60	101975
590-547.000-801.000	08/13/21	ADT SECURITY SERVICES	9/1/21 - 11/30/21 CHARGES	865467930	08/31/21	230.43	101975
590-547.000-801.000	08/13/21	ADT SECURITY SERVICES	8/13/21 INSTALLATION CHARGES	860661068	08/31/21	90.00	101975
Total For Check 101975						354.03	
Check 101976							
591-544.000-930.000	08/14/21	AMAZON CAPITAL SERVICES, INC	PROPANE TORCH	1WPG-G4YH-1PC1	08/26/21	43.39	101976
591-544.000-930.000	08/19/21	AMAZON CAPITAL SERVICES, INC	DOWSING RODS	1JTQ-X1X4-4HKR	08/31/21	41.91	101976
Total For Check 101976						85.30	
Check 101977							
591-544.000-930.000	07/08/21	AMERICAN COPPER AND BRASS, LLC	HEAT SHRINK TUBING	21INV031633	08/26/21	2.41	101977
591-544.000-930.000	07/14/21	AMERICAN COPPER AND BRASS, LLC	11/4 GALV COMP COUPLING	21INV032633	08/26/21	29.70	101977
591-544.000-930.000	07/26/21	AMERICAN COPPER AND BRASS, LLC	11/4 GALV COMP COUPLING	21INV034509	08/26/21	44.55	101977
591-544.000-930.000	08/02/21	AMERICAN COPPER AND BRASS, LLC	2 GALV X 10' DOMESTIC	21INV035648	08/26/21	94.92	101977
591-545.000-930.000	08/16/21	AMERICAN COPPER AND BRASS, LLC	SPLIT BOLT/MCM CU SPLIT	21INV037799	08/26/21	243.72	101977
Total For Check 101977						415.30	
Check 101979							
590-175.000-726.000	08/23/21	CINTAS	FIRST AIDE SUPPLIES	5073634760	08/31/21	45.68	101979
591-175.000-726.000	08/23/21	CINTAS	FIRST AIDE SUPPLIES	5073634760	08/31/21	45.67	101979
Total For Check 101979						91.35	
Check 101981							
208-751.000-726.000	08/02/21	COUNTRY SIDE TROPHIES	T-BALL AND COACH PITCH MEDALS	3449	08/19/21	824.25	101981
Total For Check 101981						824.25	
Check 101983							
582-175.000-726.000	08/20/21	CURRENT OFFICE SOLUTIONS	SMALL BINDER CLIPS	662617-01	08/31/21	1.29	101983
590-175.000-726.000	08/20/21	CURRENT OFFICE SOLUTIONS	SMALL BINDER CLIPS	662617-01	08/31/21	0.65	101983
591-175.000-726.000	08/20/21	CURRENT OFFICE SOLUTIONS	SMALL BINDER CLIPS	662617-01	08/31/21	0.64	101983
Total For Check 101983						2.58	
Check 101984							
591-000.000-158.000-21	08/16/21	DIXON ENGINEERING & INSPECTION	MI2020EVB-2498 HILLSDALE MI	21-8389	08/26/21	9,675.00	101984
Total For Check 101984						9,675.00	
Check 101987							
591-544.000-930.000	08/10/21	DUBOIS TRUCKING AND EXCAVATION	DUMP TRUCK/3 HOURS D4C DOZER	QB1881	08/26/21	437.00	101987
Total For Check 101987						437.00	
Check 101988							
590-175.000-930.000	08/10/21	EFFICIENCY PRODUCTION INC	FREIGHT	PS178933	08/26/21	127.32	101988
591-175.000-930.000	08/10/21	EFFICIENCY PRODUCTION INC	FREIGHT	PS178933	08/26/21	127.32	101988

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 POST DATES 08/17/2021 - 09/02/2021
 BOTH JOURNALIZED AND UNJOURNALIZED PAID
 BANK CODE: APCK

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 101988							
Total For Check 101988						254.64	
Check 101989							
582-544.000-726.800	08/18/21	FAMILY FARM & HOME	BUG SPRAY	926/54	08/26/21	11.98	101989
590-547.000-930.000	08/03/21	FAMILY FARM & HOME	COMBO MACH W/NUT	914/54	08/26/21	2.98	101989
590-547.000-930.000	08/11/21	FAMILY FARM & HOME	SOFTNER SALT/HOUSING O RING	000923/W	08/26/21	37.93	101989
591-544.000-930.000	08/20/21	FAMILY FARM & HOME	CLEAR POLY 6 MIL 10 X 25'	000858/W	08/26/21	18.99	101989
640-444.000-730.000	08/17/21	FAMILY FARM & HOME	GALV COUPLING & NIPPLE - VACTOR #29	000925/W	08/19/21	4.78	101989
Total For Check 101989						76.66	
Check 101993							
208-751.000-726.000	06/16/21	GELZER & SON INC	BASEBALLS UPPER DIVISION	C374749	08/19/21	59.99	101993
208-751.000-726.000	06/01/21	GELZER & SON INC	SCOREBOOK	B49064	08/19/21	6.99	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	T-BALL/COACH PITCH BALLS	B49297	08/19/21	113.97	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	2 DOZEN BASEBALLS	C421212	08/19/21	74.00	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	KEYS AND KEY RINGS STORAGE BUILDING	B50554	08/19/21	5.58	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	SOFTBALLS	B50687	08/19/21	108.00	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	SOFTBALLS	B51807	08/19/21	52.00	101993
208-751.000-726.000	07/10/21	GELZER & SON INC	BALLS	B52205	08/19/21	32.99	101993
208-751.000-726.006	06/23/21	GELZER & SON INC	MOP - SANDY BEACH	B52314	08/19/21	36.00	101993
582-544.000-726.800	08/17/21	GELZER & SON INC	INSECT REPELLENT	C431982	08/26/21	5.99	101993
582-544.000-730.000	08/09/21	GELZER & SON INC	QUICK LINK/SPRING SNAP LINK/THREAD	B57292	08/26/21	16.26	101993
582-544.000-730.000	08/09/21	GELZER & SON INC	CLEVIS SLIP HOOK	B57293	08/26/21	6.29	101993
582-544.000-730.000	08/05/21	GELZER & SON INC	15" 8PT HANDSAW	C430414	08/26/21	13.99	101993
582-544.000-730.000	08/15/21	GELZER & SON INC	CHANNELLOCK 8LB SLEDGE/HAMMER	C431738	08/26/21	73.98	101993
590-547.000-930.000	08/10/21	GELZER & SON INC	12 OZ SD WNDW&DR SEALANT	B57390	08/26/21	15.98	101993
590-547.000-930.000	08/11/21	GELZER & SON INC	CULLIGAN O-RING	C431228	08/26/21	12.98	101993
590-547.000-930.000	08/19/21	GELZER & SON INC	WINDOW SEALANT/BUG KILLER	B58293	08/31/21	21.97	101993
591-543.000-930.000	08/13/21	GELZER & SON INC	WASP & HORNET SPRAY/WWTP	C431452	08/26/21	6.54	101993
591-545.000-930.000	08/18/21	GELZER & SON INC	WASP & HORNET SPRAY/WTP	C432125	08/26/21	16.35	101993
Total For Check 101993						679.85	
Check 101995							
582-543.000-726.000	07/31/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	07/31/2021	08/26/21	48.00	101995
Total For Check 101995						48.00	
Check 101996							
582-175.000-726.000	08/18/21	HILLSDALE DAILY NEWS	1 YEAR SUBSCRIPTION	08/18/2021	08/31/21	115.50	101996
590-175.000-726.000	08/18/21	HILLSDALE DAILY NEWS	1 YEAR SUBSCRIPTION	08/18/2021	08/31/21	57.75	101996
591-175.000-726.000	08/18/21	HILLSDALE DAILY NEWS	1 YEAR SUBSCRIPTION	08/18/2021	08/31/21	57.75	101996
Total For Check 101996						231.00	
Check 101997							
582-175.000-801.000	07/31/21	HOOP LAWN & SNOW, LLC	CUT & TRIM BPU SITES	07312021	08/26/21	250.00	101997
590-175.000-801.000	07/31/21	HOOP LAWN & SNOW, LLC	CUT & TRIM BPU SITES	07312021	08/26/21	125.00	101997
591-175.000-801.000	07/31/21	HOOP LAWN & SNOW, LLC	CUT & TRIM BPU SITES	07312021	08/26/21	125.00	101997
Total For Check 101997						500.00	
Check 102000							
208-751.000-726.006	07/19/21	KUSTER'S DAIRY PRODUCTS	FOAM CONTAINERS, SLUSH BASE, ICE CR.	168567	08/19/21	143.46	102000
208-751.000-726.006	08/03/21	KUSTER'S DAIRY PRODUCTS	SLUSH FLAVORING, ICE CREAM PRODUCT	169595	08/19/21	161.46	102000
208-751.000-726.006	08/09/21	KUSTER'S DAIRY PRODUCTS	NUTRAL BASE, CONES	170016	08/19/21	89.81	102000
Total For Check 102000						394.73	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102001							
582-544.000-930.000	08/12/21	MARKET HOUSE	STORM FOOD	122660	08/26/21	92.33	102001
			Total For Check 102001			92.33	
Check 102002							
590-547.000-801.000	08/16/21	MERIT LABORATORIES	IPP PROGRAM	27002	08/26/21	289.50	102002
590-547.000-801.000	08/16/21	MERIT LABORATORIES	BEF COMPLIANCE	26301	08/26/21	1,314.25	102002
591-544.000-801.000	08/19/21	MERIT LABORATORIES	NORTH TOWER/DPW	26721	08/26/21	564.00	102002
			Total For Check 102002			2,167.75	
Check 102003							
590-547.000-801.000	08/17/21	MERIT NETWORK INC	MONTHLY LL MERCURY	26990	08/26/21	210.00	102003
			Total For Check 102003			210.00	
Check 102004							
591-544.000-930.000	08/18/21	MICHIGAN PIPE & VALVE	5BR250 HYD EJIW 6' MJ 5 STORZ	J028237	08/31/21	2,527.34	102004
591-544.000-930.000	08/18/21	MICHIGAN PIPE & VALVE	6 MJ 90 BLEND C153 L/ACC, 10X12.5 S	J028238	08/31/21	1,176.22	102004
			Total For Check 102004			3,703.56	
Check 102005							
591-543.000-861.000	07/29/21	MICHIGAN RURAL WATER ASSOCIATI	2021 MRWA OUTDOOR EXPO OPERATOR REG	2020-01856	08/31/21	120.00	102005
591-544.000-861.000	07/29/21	MICHIGAN RURAL WATER ASSOCIATI	2021 MRWA OUTDOOR EXPO OPERATOR REG	2020-01856	08/31/21	240.00	102005
			Total For Check 102005			360.00	
Check 102006							
101-336.000-726.000	08/17/21	MY-LOR, INC.	SIX (6) PRINTED ALUMINUM ACCOUNTABI	2338	09/17/21	55.12	102006
			Total For Check 102006			55.12	
Check 102008							
101-301.000-801.000	08/17/21	NORM'S TIRE & SERVICE	DISMOUNT/MOUNT & BALANCE 4 TIRES UN	8927	08/19/21	641.60	102008
			Total For Check 102008			641.60	
Check 102010							
590-547.000-730.039	08/05/21	PARNEY'S CAR CARE	15 E350 - OIL CHANGE/A/C	67420	08/26/21	165.44	102010
			Total For Check 102010			165.44	
Check 102011							
101-336.000-730.000	08/17/21	PERFORMANCE AUTOMOTIVE	2 GL HEAVY DUTY EXTENDED LIFE ANTI-	10284-1377119	08/19/21	52.18	102011
			Total For Check 102011			52.18	
Check 102012							
208-751.000-726.000	07/10/21	PITTSFORD FEED MILL	FIELD CHALK	115326	07/10/21	43.40	102012
208-751.000-726.000	07/16/21	PITTSFORD FEED MILL	FIELD CHALK	115481	07/16/21	21.70	102012
208-751.000-726.000	07/30/21	PITTSFORD FEED MILL	FIELD CHALK	115998	07/30/21	21.70	102012
			Total For Check 102012			86.80	
Check 102013							
582-000.000-110.000	08/19/21	POWERLINE SUPPLY	INVENTORY	56576885	08/26/21	28.70	102013
582-000.000-110.000	07/07/21	POWERLINE SUPPLY	INVENTORY	56577051	08/26/21	3,932.58	102013
582-544.000-726.800	08/19/21	POWERLINE SUPPLY	INVENTORY	56587412	08/26/21	752.00	102013
			Total For Check 102013			4,713.28	
Check 102015							
208-751.000-726.000	07/10/21	REED GELZER	PADLOCK - WATER PUMP LEVER FOD	B49447	08/19/21	12.49	102015
			Total For Check 102015			12.49	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102016							
591-544.000-930.990	08/11/21	RJT CONSTRUCTION	JOB AT 101 HILLSDALE STREET	2661	08/31/21	2,720.00	102016
591-544.000-930.990	08/11/21	RJT CONSTRUCTION	JOB AT 123 N MANNING STREET	2662	08/31/21	1,200.00	102016
						3,920.00	
Total For Check 102016							
Check 102017							
582-175.000-726.000	08/09/21	RUPERT'S CULLIGAN	SODIUM FREE BOTTLED WATER	229153	08/26/21	10.00	102017
590-175.000-726.000	08/09/21	RUPERT'S CULLIGAN	SODIUM FREE BOTTLED WATER	229153	08/26/21	5.00	102017
590-547.000-726.900	08/09/21	RUPERT'S CULLIGAN	DISTILLED WATER	229251	08/26/21	26.00	102017
591-175.000-726.000	08/09/21	RUPERT'S CULLIGAN	SODIUM FREE BOTTLED WATER	229153	08/26/21	5.00	102017
						46.00	
Total For Check 102017							
Check 102019							
582-544.000-726.800	08/19/21	SPRATT'S	CHAINS	166119	08/26/21	89.99	102019
582-544.000-730.000	08/10/21	SPRATT'S	CHAINS/FILE KIT	165795	08/26/21	51.99	102019
						141.98	
Total For Check 102019							
Check 102020							
101-301.000-801.000	08/17/21	STILLWELL FORD MERCURY, INC	SERVICE REPAIRS - INSTALLED BROKEN	644705	08/12/21	1,269.67	102020
						1,269.67	
Total For Check 102020							
Check 102021							
582-175.000-726.000	08/09/21	STOCKHOUSE CORPORATION	FUEL TICKETS - 50 BOOKS	194500	08/26/21	119.50	102021
590-175.000-726.000	08/09/21	STOCKHOUSE CORPORATION	FUEL TICKETS - 50 BOOKS	194500	08/26/21	59.75	102021
591-175.000-726.000	08/09/21	STOCKHOUSE CORPORATION	FUEL TICKETS - 50 BOOKS	194500	08/26/21	59.75	102021
						239.00	
Total For Check 102021							
Check 102022							
590-546.000-930.960	08/04/21	TAPLIN GROUP, LLC	SANITARY SEWER CAMERA SERVICES - JU	12118	08/31/21	24,380.05	102022
						24,380.05	
Total For Check 102022							
Check 102023							
208-751.000-801.000	07/31/21	TAYLOR FREEZER OF MICHIGAN, IN	SLUSHIE MACHINE REPAIR SANDY BEACH	74795L	08/19/21	254.44	102023
						254.44	
Total For Check 102023							
Check 102024							
582-000.000-110.000	07/16/21	THOMASSON COMPANY	CLASS 3 50' POLE	43678-00	08/26/21	9,240.00	102024
						9,240.00	
Total For Check 102024							
Check 102025							
590-547.000-727.500	08/12/21	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR	49365624	08/31/21	1,468.49	102025
						1,468.49	
Total For Check 102025							
Check 102026							
208-751.000-726.000	06/16/21	URBAN GRAFFITI	ADDITIONAL SOFTBALL UNIFORMS	2000	08/19/21	137.50	102026
208-751.000-726.000	07/27/21	URBAN GRAFFITI	T-BALL SHIRT	2089	08/19/21	9.35	102026
						146.85	
Total For Check 102026							
Check 102027							
590-547.000-726.900	08/04/21	USABLUEBOOK	CALGAS 58L CHLORINE	684909	08/26/21	286.15	102027
590-547.000-742.000	08/11/21	USABLUEBOOK	RAIN GEAR	692982	08/26/21	159.98	102027
590-547.000-930.000	08/11/21	USABLUEBOOK	100 GPD 25 PSI CHEM-TECH XPV PUMP	692703	08/26/21	1,063.05	102027
591-544.000-742.000	08/11/21	USABLUEBOOK	RAIN GEAR	692982	08/26/21	159.98	102027
						1,669.16	
Total For Check 102027							
Check 102030							

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102030							
591-000.000-158.000-21	08/05/21	VIKING INDUSTRIAL PAINTING	REPAIR/REPAINT 1MG COMPOSITE	14101-002	08/26/21	100,260.00	102030
			Total For Check 102030			100,260.00	
Check 102031							
582-544.000-930.000	08/17/21	VILLAGE OF CLINTON	HILLSDALE MUTUAL AID AUGUST 12, 13 .AUGUST 17, 2021		08/26/21	15,224.44	102031
			Total For Check 102031			15,224.44	
Check 102033							
591-544.000-930.000	08/27/21	AMAZON CAPITAL SERVICES, INC	MEASURING WHEELS W/ CARRYING BAG/HY.1RKR-3CXL-HFC3		08/31/21	162.52	102033
			Total For Check 102033			162.52	
Check 102034							
271-790.000-930.000	08/17/21	AMERICAN COPPER AND BRASS, LLC	BALLAST, FLUORESCENT BULBS, WIRE NU	21INV038026	09/02/21	291.11	102034
591-544.000-930.000	08/20/21	AMERICAN COPPER AND BRASS, LLC	5/16 HEX LNG MAGNETIC BIT	21INV038690	08/31/21	10.40	102034
591-544.000-930.000	08/24/21	AMERICAN COPPER AND BRASS, LLC	1/4 AIR VALVE	21INV039143	08/31/21	2.73	102034
640-444.000-726.000	08/17/21	AMERICAN COPPER AND BRASS, LLC	STRIP LIGHTS - DPS GARAGE	21INV038027	09/02/21	74.00	102034
			Total For Check 102034			378.24	
Check 102036							
582-000.000-202.100	09/02/21	BABLE, CODY H	UB refund for account: 020344	09/02/2021	09/09/21	27.75	102036
			Total For Check 102036			27.75	
Check 102037							
271-792.000-982.000	08/18/21	BAKER & TAYLOR COMPANY	BOOKS	2036150138	09/17/21	10.25	102037
271-792.000-982.000	08/18/21	BAKER & TAYLOR COMPANY	BOOKS	2036150139	09/17/21	28.61	102037
271-792.000-982.000	08/18/21	BAKER & TAYLOR COMPANY	BOOKS	2036150140	09/17/21	52.84	102037
			Total For Check 102037			91.70	
Check 102038							
582-000.000-202.100	09/02/21	BARNETT, AMANDA M	UB refund for account: 022131	09/02/2021	09/09/21	41.00	102038
			Total For Check 102038			41.00	
Check 102039							
591-544.000-930.000	08/23/21	BECKER & SCRIVENS	WATER PLUG	92259	08/31/21	120.00	102039
			Total For Check 102039			120.00	
Check 102040							
582-000.000-110.000	07/19/21	BELL LUMBER & POLE	55' WESTERN LARCH POLES	INV-004028	08/31/21	18,300.00	102040
			Total For Check 102040			18,300.00	
Check 102041							
582-000.000-202.100	09/02/21	BISEL, BETTY	UB refund for account: 021254	09/02/2021	09/09/21	41.83	102041
590-000.000-202.100	09/02/21	BISEL, BETTY	UB refund for account: 021254	09/02/2021	09/09/21	31.40	102041
591-000.000-202.100	09/02/21	BISEL, BETTY	UB refund for account: 021254	09/02/2021	09/09/21	26.92	102041
			Total For Check 102041			100.15	
Check 102042							
582-000.000-202.100	09/02/21	BRADLEY, WILLIAM S	UB refund for account: 020929	09/02/2021	09/09/21	31.00	102042
			Total For Check 102042			31.00	
Check 102043							
101-265.000-801.000	08/26/21	BRAMAN ROOFING	PATCH CITY HALL ROOF	3208	09/02/21	139.00	102043
			Total For Check 102043			139.00	
Check 102044							

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Check 102044							
101-295.000-740.000	08/18/21	BRINER OIL CO, INC	DIESEL FUEL DELIVERY	126408	08/17/21	411.72	102044
590-547.000-930.000	08/23/21	BRINER OIL CO, INC	B EPI50	125296	08/31/21	121.30	102044
			Total For Check 102044			533.02	
Check 102045							
582-000.000-202.100	09/02/21	CLEVELAND, MICHAEL S	UB refund for account: 011303	09/02/2021	09/09/21	260.41	102045
			Total For Check 102045			260.41	
Check 102046							
582-000.000-202.100	09/02/21	COMMONWEALTH DEVELOPMENT	UB refund for account: 305602	09/02/2021	09/09/21	45.25	102046
			Total For Check 102046			45.25	
Check 102048							
101-209.000-726.000	08/30/21	CURRENT OFFICE SOLUTIONS	2ND FLOOR OFFICE SUPPLIES	467686-00	09/14/21	113.75	102048
			Total For Check 102048			113.75	
Check 102049							
101-215.000-726.000	08/31/21	CURRENT OFFICE SOLUTIONS	CITY HALL BATHROOM PAPER PRODUCTS,	467685-00	09/02/21	5.30	102049
101-253.000-726.000	08/31/21	CURRENT OFFICE SOLUTIONS	CITY HALL BATHROOM PAPER PRODUCTS,	467685-00	09/02/21	22.45	102049
101-265.000-726.000	08/31/21	CURRENT OFFICE SOLUTIONS	CITY HALL BATHROOM PAPER PRODUCTS,	467685-00	09/02/21	354.27	102049
582-175.000-726.000	08/27/21	CURRENT OFFICE SOLUTIONS	RUBBERBANDS/INK PENS	663280-00	08/31/21	7.02	102049
588-588.000-726.000	08/18/21	CURRENT OFFICE SOLUTIONS	MASK, DISINFECTANT WIPES, CALENDAR,	662834-00	09/02/21	28.01	102049
588-588.000-726.007	08/18/21	CURRENT OFFICE SOLUTIONS	MASK, DISINFECTANT WIPES, CALENDAR,	662834-00	09/02/21	70.22	102049
590-175.000-726.000	08/27/21	CURRENT OFFICE SOLUTIONS	RUBBERBANDS/INK PENS	663280-00	08/31/21	3.51	102049
591-175.000-726.000	08/27/21	CURRENT OFFICE SOLUTIONS	RUBBERBANDS/INK PENS	663280-00	08/31/21	3.51	102049
			Total For Check 102049			494.29	
Check 102050							
582-000.000-202.100	09/02/21	DIETRICH, ELLWOOD L	UB refund for account: 025792	09/02/2021	09/09/21	59.88	102050
590-000.000-202.100	09/02/21	DIETRICH, ELLWOOD L	UB refund for account: 025792	09/02/2021	09/09/21	42.52	102050
591-000.000-202.100	09/02/21	DIETRICH, ELLWOOD L	UB refund for account: 025792	09/02/2021	09/09/21	36.43	102050
			Total For Check 102050			138.83	
Check 102051							
582-000.000-158.000-19	08/27/21	DOUBLE A LAWNSCAPING & SUPPLY	ANCHOR WALL WINDSOR/CHARCOAL	35589	08/31/21	53.40	102051
			Total For Check 102051			53.40	
Check 102052							
640-444.000-730.000	08/24/21	DP EQUIPMENT CO	MOWER BELT - #142	096275	09/02/21	73.45	102052
			Total For Check 102052			73.45	
Check 102053							
401-443.000-801.000	08/19/21	DRY MAR TRUCKING & DIRTWORKS	REPLACE STORM DAMAGED SIDEWALKS - C	08192021	09/02/21	5,500.00	102053
401-443.000-801.000	08/23/21	DRY MAR TRUCKING & DIRTWORKS	REPLACE STORM DAMAGED SIDEWALKS	08232021	09/02/21	1,825.00	102053
591-544.000-930.000	08/19/21	DRY MAR TRUCKING & DIRTWORKS	REPLACEMENT OF PAN ON M-99	AUG 19, 2021	08/31/21	1,800.00	102053
			Total For Check 102053			9,125.00	
Check 102054							
582-175.000-801.000	09/01/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR AUGUST 2021 - BPU	0009542	08/31/21	195.00	102054
590-175.000-801.000	09/01/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR AUGUST 2021 - BPU	0009542	08/31/21	97.50	102054
591-175.000-801.000	09/01/21	EAST 2 WEST ENTERPRISES, INC	CLEANING FOR AUGUST 2021 - BPU	0009542	08/31/21	97.50	102054
			Total For Check 102054			390.00	
Check 102055							
101-191.000-726.000	08/18/21	ELECTION SOURCE	ELECTION VT ID, MSTR CARDS AND STIC	21-2556	09/02/21	207.01	102055

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Check 102055							
Total For Check 102055						207.01	
Check 102056							
101-441.000-860.000	08/23/21	FRANK ENGLE	MILEAGE REIMBURSEMENT - 2021 MAMC C	08232021	09/02/21	269.92	102056
Total For Check 102056						269.92	
Check 102058							
582-543.000-930.000	08/25/21	FAMILY FARM & HOME	SOCKET CAP	931/54	08/31/21	15.54	102058
582-543.000-930.000	08/25/21	FAMILY FARM & HOME	AIR HOSE GOODYEAR	930/54	08/31/21	46.98	102058
582-544.000-726.800	08/18/21	FAMILY FARM & HOME	CUTTER BACKWOODS 6 OZ	926/W	08/31/21	11.98	102058
591-544.000-930.000	08/24/21	FAMILY FARM & HOME	SEVIN LIQUID RTU 32 OZ/ SHAKER CAN/	000929/W	08/31/21	19.97	102058
Total For Check 102058						94.47	
Check 102060							
582-000.000-202.100	09/02/21	FIELD, MARLIN	UB refund for account: 019492	09/02/2021	09/09/21	13.99	102060
590-000.000-202.100	09/02/21	FIELD, MARLIN	UB refund for account: 019492	09/02/2021	09/09/21	5.97	102060
591-000.000-202.100	09/02/21	FIELD, MARLIN	UB refund for account: 019492	09/02/2021	09/09/21	4.70	102060
Total For Check 102060						24.66	
Check 102061							
271-790.000-982.000	08/19/21	CENGAGE LEARNING	BOOKS	74913660	09/18/21	329.24	102061
271-790.000-982.000	08/19/21	CENGAGE LEARNING	BOOKS	74914328	09/18/21	3,427.00	102061
Total For Check 102061						3,756.24	
Check 102063							
101-265.000-801.790	08/24/21	GELZER & SON INC	LED BULBS - MRC	C433060	09/10/21	14.97	102063
101-276.000-726.000	08/25/21	GELZER & SON INC	DEET REPEL	C433097	09/10/21	27.98	102063
101-295.000-726.000	08/19/21	GELZER & SON INC	BATTERIES & BEE KILLER	B58281	09/10/21	59.24	102063
101-336.000-726.000	08/19/21	GELZER & SON INC	CHROME TANK LEVER	B58376	09/10/21	10.79	102063
101-756.000-726.000	08/27/21	GELZER & SON INC	GRABBER	C433358	10/10/21	24.99	102063
590-547.000-930.000	08/23/21	GELZER & SON INC	WASP & BEE KILLER	C432816	08/31/21	15.25	102063
591-544.000-726.800	08/30/21	GELZER & SON INC	AA BATTERIES	B59462	08/31/21	10.99	102063
Total For Check 102063						164.21	
Check 102065							
101-215.000-726.000	08/19/21	GOVERNMENT FORMS AND SUPPLIES	COUNCIL BOOKS, PAPER FOR GOV'T MINU'	0329389	09/02/21	192.46	102065
Total For Check 102065						192.46	
Check 102066							
640-444.000-730.000	08/20/21	GREENMARK EQUIPMENT	HYDRAULIC OIL	P48359	09/02/21	134.48	102066
Total For Check 102066						134.48	
Check 102068							
582-000.000-202.100	09/02/21	HALLIWILL, WILLIAM J	UB refund for account: 022097	09/02/2021	09/09/21	100.00	102068
Total For Check 102068						100.00	
Check 102069							
582-000.000-202.100	09/02/21	HAMATY, MARY E	UB refund for account: 013355	09/02/2021	09/09/21	184.09	102069
Total For Check 102069						184.09	
Check 102070							
582-000.000-202.100	09/02/21	HAYLETT, TIM M	UB refund for account: 020514	09/02/2021	09/09/21	122.41	102070
Total For Check 102070						122.41	
Check 102071							

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Check 102071 588-588.000-726.000	08/18/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	6895	09/17/21	9.50	102071
			Total For Check 102071			9.50	
Check 102072 582-000.000-202.100	09/02/21	HERRING, CORIANNE L	UB refund for account: 018097	09/02/2021	09/09/21	181.76	102072
			Total For Check 102072			181.76	
Check 102073 582-000.000-202.100	09/02/21	HUDSON, DAWN M	UB refund for account: 010153	09/02/2021	09/09/21	128.24	102073
590-000.000-202.100	09/02/21	HUDSON, DAWN M	UB refund for account: 010153	09/02/2021	09/09/21	107.32	102073
591-000.000-202.100	09/02/21	HUDSON, DAWN M	UB refund for account: 010153	09/02/2021	09/09/21	76.44	102073
			Total For Check 102073			312.00	
Check 102074 582-000.000-202.100	09/02/21	ICESHAPER (HOMES, LLC)	UB refund for account: 026693	09/02/2021	09/09/21	59.32	102074
			Total For Check 102074			59.32	
Check 102075 588-588.000-730.000	08/18/21	JACKSON TRUCK SERVICE INC	BRAKE PADS - STOCK	PC001349959	09/02/21	101.99	102075
			Total For Check 102075			101.99	
Check 102077 582-000.000-202.100	09/02/21	KEENEY, BOBBIE S	UB refund for account: 023158	09/02/2021	09/09/21	62.32	102077
			Total For Check 102077			62.32	
Check 102078 101-276.000-801.000	08/30/21	THOMAS ALLEN MCNAIR	AUGUST PORTA JOHN RENTAL	1420	09/02/21	95.00	102078
101-756.000-801.000	08/30/21	THOMAS ALLEN MCNAIR	AUGUST PORTA JOHN RENTAL	1420	09/02/21	1,610.00	102078
			Total For Check 102078			1,705.00	
Check 102079 582-000.000-202.100	09/02/21	LASERRA, JOHN M	UB refund for account: 013357	09/02/2021	09/09/21	3.00	102079
			Total For Check 102079			3.00	
Check 102082 582-000.000-202.100	09/02/21	LICKLY, THERON M	UB refund for account: 011169	09/02/2021	09/09/21	9.00	102082
			Total For Check 102082			9.00	
Check 102083 101-295.000-726.000	08/18/21	MARKET HOUSE	ICE	122673	09/17/21	7.96	102083
101-336.000-726.000	08/22/21	MARKET HOUSE	WATER, KLEENEX, TIDE PODS	122596	09/02/21	70.87	102083
			Total For Check 102083			78.83	
Check 102084 101-336.000-742.000	08/22/21	MATTHEW HALLECK	BOOT ALLOWANCE PER CONTRACT \$50/PER	019509851012	09/02/21	53.48	102084
			Total For Check 102084			53.48	
Check 102085 582-000.000-202.100	09/02/21	MCDOWELL, IVAN	UB refund for account: 012362	09/02/2021	09/09/21	196.22	102085
590-000.000-202.100	09/02/21	MCDOWELL, IVAN	UB refund for account: 012362	09/02/2021	09/09/21	70.19	102085
591-000.000-202.100	09/02/21	MCDOWELL, IVAN	UB refund for account: 012362	09/02/2021	09/09/21	49.50	102085
			Total For Check 102085			315.91	
Check 102086 590-547.000-801.000	08/30/21	MERIT LABORATORIES	BEF COMPLIANCE	27038	08/31/21	1,719.00	102086

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Check 102086			Total For Check 102086			1,719.00	
Check 102087							
633-000.000-111.000	08/31/21	MICHIGAN PIPE & VALVE	C/B FRAMES & COVERS	J028278	09/02/21	1,759.49	102087
			Total For Check 102087			1,759.49	
Check 102088							
582-000.000-202.100	09/02/21	MILLER, ZACHARY L	UB refund for account: 024562	09/02/2021	09/09/21	110.46	102088
590-000.000-202.100	09/02/21	MILLER, ZACHARY L	UB refund for account: 024562	09/02/2021	09/09/21	33.91	102088
591-000.000-202.100	09/02/21	MILLER, ZACHARY L	UB refund for account: 024562	09/02/2021	09/09/21	22.79	102088
			Total For Check 102088			167.16	
Check 102089							
582-000.000-202.100	09/02/21	MORRISON, SCOTT A	UB refund for account: 025792	09/02/2021	09/09/21	18.29	102089
590-000.000-202.100	09/02/21	MORRISON, SCOTT A	UB refund for account: 025792	09/02/2021	09/09/21	31.76	102089
591-000.000-202.100	09/02/21	MORRISON, SCOTT A	UB refund for account: 025792	09/02/2021	09/09/21	9.95	102089
			Total For Check 102089			60.00	
Check 102090							
582-000.000-202.100	09/02/21	MORRISON, STEVE J	UB refund for account: 025062	09/02/2021	09/09/21	17.00	102090
			Total For Check 102090			17.00	
Check 102092							
582-000.000-202.100	09/02/21	NIKKILA, MICHAEL J	UB refund for account: 023407	09/02/2021	09/09/21	63.00	102092
			Total For Check 102092			63.00	
Check 102093							
588-588.000-730.000	08/25/21	NORM'S TIRE & SERVICE	TIRES FOR DART STOCK	9071	09/02/21	1,506.96	102093
			Total For Check 102093			1,506.96	
Check 102094							
582-000.000-202.100	09/02/21	PAGE, BRITTANY L	UB refund for account: 010613	09/02/2021	09/09/21	132.16	102094
			Total For Check 102094			132.16	
Check 102095							
582-000.000-202.100	09/02/21	PARKER, BETH M	UB refund for account: 304449	09/02/2021	09/09/21	42.00	102095
			Total For Check 102095			42.00	
Check 102096							
101-301.000-801.000	08/30/21	PARNEY'S CAR CARE	OIL CHANGE/UNIT 2-3 (20 EXPLORER)	67504	09/14/21	37.00	102096
			Total For Check 102096			37.00	
Check 102097							
101-336.000-726.000	08/25/21	PERFORMANCE AUTOMOTIVE	PRESSURE WASHER HOSE	10284-1378164	09/02/21	97.99	102097
101-336.000-730.000	08/27/21	PERFORMANCE AUTOMOTIVE	MULTI-PURPOSE LIGHT BULB/ENGINE 333	10284-1378538	09/02/21	3.29	102097
582-543.000-930.000	08/25/21	PERFORMANCE AUTOMOTIVE	BRAKE CLEANER/RIGHT STUFF/RTV RED S	10284-1378066	08/31/21	47.16	102097
582-544.000-730.000	08/24/21	PERFORMANCE AUTOMOTIVE	DEF FLUID 2.5 GAL	10284-1377906	08/31/21	11.29	102097
582-544.000-730.000	08/27/21	PERFORMANCE AUTOMOTIVE	DEF FLUID	10284-1378453	08/31/21	179.89	102097
588-588.000-730.000	08/18/21	PERFORMANCE AUTOMOTIVE	TRANS FLUID - DART #61	10284-1377124	09/02/21	18.38	102097
588-588.000-730.000	08/18/21	PERFORMANCE AUTOMOTIVE	BRAKE FLUID - DART #61	10284-1377216	09/02/21	10.13	102097
588-588.000-730.000	08/18/21	PERFORMANCE AUTOMOTIVE	BRAKE LIGHT SWITCH - DART #61	10284-1377162	09/02/21	23.38	102097
588-588.000-730.000	08/25/21	PERFORMANCE AUTOMOTIVE	BRAKE PADS - DART #62	10284-1378071	09/02/21	80.00	102097
591-544.000-730.039	08/27/21	PERFORMANCE AUTOMOTIVE	PEAK PREMIUM AFC	10284-1378553	08/31/21	28.78	102097
640-444.000-726.000	08/24/21	PERFORMANCE AUTOMOTIVE	JD GREEN PAINT	10284-1378000	09/02/21	10.62	102097
640-444.000-730.000	08/20/21	PERFORMANCE AUTOMOTIVE	EXP PLUGS - MOWER #140	10284-1377549	09/02/21	2.38	102097
640-444.000-730.000	08/27/21	PERFORMANCE AUTOMOTIVE	BRAKE LINE, UNIONS & BRAKE FLUID -	10284-1378490	09/02/21	39.36	102097

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Check 102097							
640-444.000-730.000	08/27/21	PERFORMANCE AUTOMOTIVE	BRAKE LINES - TRUCK #14	10284-1378511	09/02/21	12.32	102097
640-444.000-730.000	08/30/21	PERFORMANCE AUTOMOTIVE	POLY ARM (BRAKE LINE) - TRUCK #14	10284-1378664	09/02/21	2.43	102097
						<u>14.75</u>	
Total For Check 102097						14.75	
Check 102098							
582-000.000-110.000	08/25/21	POWERLINE SUPPLY	INVENTORY	56590533	08/31/21	328.50	102098
582-000.000-110.000	08/25/21	POWERLINE SUPPLY	INVENTORY	56590534	08/31/21	681.30	102098
582-000.000-110.000	08/17/21	POWERLINE SUPPLY	INVENTORY	56588341	08/31/21	708.25	102098
582-000.000-110.000	08/04/21	POWERLINE SUPPLY	TERMINAL CMPRSN AL 609-879 2HOLE 30	56584676	08/31/21	213.00	102098
582-000.000-110.000	06/30/21	POWERLINE SUPPLY	CLAMP DE BLTD AL STRAIGHT SWING .50	56575646	08/31/21	2,152.66	102098
582-000.000-110.000	06/30/21	POWERLINE SUPPLY	WIRE GUY 3/8 IN 7STRND CIA SM 250FT	56575645	08/31/21	430.00	102098
582-000.000-110.000	06/16/21	POWERLINE SUPPLY	WIRE SPARATE 2-7/1 ACSR OH 5625 FT	56572150	08/31/21	1,069.13	102098
582-000.000-110.000	06/09/21	POWERLINE SUPPLY	CONNECTOR 2 BOLT 800 KCMIL RUN TO 8	56570075	08/31/21	833.90	102098
582-000.000-110.000	08/10/21	POWERLINE SUPPLY	REPLCE CAN PO	56586092	08/31/21	95.00	102098
582-000.000-110.000	08/11/21	POWERLINE SUPPLY	INVENTORY	56586663	08/31/21	2,041.29	102098
582-000.000-110.000	08/30/21	POWERLINE SUPPLY	INVENTORY	56591666	08/31/21	2,443.41	102098
582-000.000-110.000	06/22/21	POWERLINE SUPPLY	WIRE 6 CU SOL BARE HD #25 SPOOL 315	56573544	08/31/21	622.22	102098
582-000.000-110.000	06/09/21	POWERLINE SUPPLY	TERMINAL LUG CMPRSN CU 3/0 - 350 MCI	56570076	08/31/21	93.00	102098
582-544.000-726.800	06/29/21	POWERLINE SUPPLY	SHOVELS	56575358	08/31/21	270.00	102098
582-544.000-726.800	06/08/21	POWERLINE SUPPLY	TESTING GLOVES/SLEEVES	56569742	08/31/21	2,521.00	102098
						<u>14,502.66</u>	
Total For Check 102098						14,502.66	
Check 102100							
101-175.000-726.000	08/27/21	PRINTER SOURCE PLUS	CONTROL PANEL FOR COPIER & SERVICE	178283	09/27/21	439.70	102100
						<u>439.70</u>	
Total For Check 102100						439.70	
Check 102102							
101-336.000-930.000	08/19/21	ROE-COMM., INC.	MINITOR VI PAGER REPAIR/BURKE	355154	08/29/21	201.00	102102
101-336.000-930.000	08/19/21	ROE-COMM., INC.	MINITOR VI PAGER REPAIR/PICEK	355155	08/29/21	77.50	102102
101-336.000-930.000	08/19/21	ROE-COMM., INC.	MINITOR VI PAGER REPAIR	355156	08/29/21	187.00	102102
						<u>465.50</u>	
Total For Check 102102						465.50	
Check 102103							
582-175.000-726.000	08/31/21	RUPERT'S CULLIGAN	BOTTLES WATER	229896	08/31/21	7.00	102103
590-175.000-726.000	08/31/21	RUPERT'S CULLIGAN	BOTTLES WATER	229896	08/31/21	3.50	102103
591-175.000-726.000	08/31/21	RUPERT'S CULLIGAN	BOTTLES WATER	229896	08/31/21	3.50	102103
						<u>14.00</u>	
Total For Check 102103						14.00	
Check 102104							
101-295.000-930.000	08/17/21	SPRATT'S	TIRE & TUBE FOR BATWING MOWER	166111	09/16/21	63.98	102104
582-544.000-730.000	08/25/21	SPRATT'S	STIHL POLE SAW/POLE ASSEMBLY	166128	08/31/21	288.17	102104
						<u>352.15</u>	
Total For Check 102104						352.15	
Check 102105							
582-543.000-726.000	08/24/21	STATE OF MICHIGAN	STORAGE TANKS ANNUAL CERTIFICATION	08/24/2021	08/31/21	61.50	102105
						<u>61.50</u>	
Total For Check 102105						61.50	
Check 102106							
401-452.000-801.000	08/04/21	STATE OF MICHIGAN	W FAYETTE	CARE1591REIM2100	09/03/21	26,322.60	102106
						<u>26,322.60</u>	
Total For Check 102106						26,322.60	
Check 102107							
101-301.000-801.000	08/23/21	STILLWELL FORD MERCURY, INC	AC REPAIR REMOVED & REPLACED BLOWER	645577	09/02/21	1,369.69	102107
588-588.000-730.000	08/18/21	STILLWELL FORD MERCURY, INC	BRAKE BOOSTER - DART #61	181882	09/02/21	455.27	102107
						<u>1,824.96</u>	
Total For Check 102107						1,824.96	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102107			Total For Check 102107			1,824.96	
Check 102108							
582-000.000-202.100	09/02/21	T & P RENTALS, LLC	UB refund for account: 024792	09/02/2021	09/09/21	30.16	102108
			Total For Check 102108			30.16	
Check 102109							
582-000.000-202.100	09/02/21	TERVOL, VIRGINIA	UB refund for account: 010010	09/02/2021	09/09/21	51.24	102109
590-000.000-202.100	09/02/21	TERVOL, VIRGINIA	UB refund for account: 010010	09/02/2021	09/09/21	22.44	102109
591-000.000-202.100	09/02/21	TERVOL, VIRGINIA	UB refund for account: 010010	09/02/2021	09/09/21	19.23	102109
			Total For Check 102109			92.91	
Check 102111							
590-547.000-801.000	08/26/21	UIS PROGRAMMABLE SERVICES	CALIBRATE INFLUENT/EFFLUENT FLOW AT	530364619	08/31/21	755.00	102111
			Total For Check 102111			755.00	
Check 102112							
101-265.000-801.000	08/23/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	1620009402	09/22/21	15.51	102112
			Total For Check 102112			15.51	
Check 102113							
591-545.000-930.000	08/16/21	USABLUBOOK	LMI REPAIR KIT - ROYTRONIC 4-FUNCTI	697050	08/31/21	259.09	102113
			Total For Check 102113			259.09	
Check 102114							
582-543.000-930.000	08/31/21	UTILITIES INSTRUMENTATION SERV	WORK ON GEN # 5 BREAKER	530364661	08/31/21	1,736.50	102114
			Total For Check 102114			1,736.50	
Check 102115							
582-543.000-740.000	08/24/21	WATKINS OIL COMPANY	LSDD - POWER PLANT	2212130	08/31/21	448.12	102115
582-544.000-740.000	08/31/21	WATKINS OIL COMPANY	FUEL AND LUBRICANTS	000090-2124301	08/31/21	2,917.05	102115
590-547.000-740.000	08/31/21	WATKINS OIL COMPANY	FUEL AND LUBRICANTS	000090-2124301	08/31/21	665.63	102115
591-544.000-740.000	08/31/21	WATKINS OIL COMPANY	FUEL AND LUBRICANTS	000090-2124301	08/31/21	665.58	102115
591-544.000-930.000	08/24/21	WATKINS OIL COMPANY	LSDD WATER PLANT GENERATORS	2212129	08/31/21	647.28	102115
			Total For Check 102115			5,343.66	
Check 67							
582-543.000-739.000	08/16/21	MICHIGAN SOUTH CENTRAL POWER	MSCPA MEMBER POWER BILLING - JULY 2	JULY, 2021	08/26/21	784,916.18	67
			Total For Check 67			784,916.18	
Check 70							
582-175.000-920.400	07/28/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3796561432	08/31/21	24.04	70
582-543.000-740.300	08/11/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3813021163	08/31/21	18.21	70
582-543.000-740.400	08/11/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3813021163	08/31/21	18.21	70
582-543.000-920.400	08/26/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3832654531	08/31/21	34.23	70
582-543.000-920.400	08/11/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3812344214	08/31/21	36.42	70
590-175.000-920.400	08/26/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3832654531	08/31/21	17.12	70
590-175.000-920.400	07/28/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3796561432	08/31/21	12.02	70
590-547.000-920.400	08/26/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3832464662	08/31/21	107.74	70
590-547.000-920.400	08/26/21	MICH GAS UTILITIES	NATURAL GAS UTILITY - WWTP	3832665210	08/31/21	916.21	70
591-175.000-920.400	08/26/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3832654531	08/31/21	17.11	70
591-175.000-920.400	07/28/21	MICH GAS UTILITIES	NATURAL GAS UTILITY	3796561432	08/31/21	12.01	70
			Total For Check 70			1,213.32	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 POST DATES 08/17/2021 - 09/02/2021
 BOTH JOURNALIZED AND UNJOURNALIZED PAID
 BANK CODE: APCK

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			8,202.39		
			Fund 208 RECREATION FUND			2,209.08		
			Fund 271 LIBRARY FUND			4,139.05		
			Fund 401 CAPITAL IMPROVEMENT FUND			33,647.60		
			Fund 582 ELECTRIC FUND			856,114.77		
			Fund 588 DIAL A RIDE			2,303.84		
			Fund 590 SEWER FUND			35,156.56		
			Fund 591 WATER FUND			124,297.41		
			Fund 633 PUBLIC SERVICES INV. FUND			1,759.49		
			Fund 640 REVOLVING MOBILE EQUIP. FUND			353.82		
Total For All Funds:							1,068,184.01	
--- TOTALS BY GL DISTRIBUTION ---								
		101-175.000-726.000	SUPPLIES			439.70		
		101-191.000-726.000	SUPPLIES			207.01		
		101-209.000-726.000	SUPPLIES			113.75		
		101-215.000-726.000	ENV SEALER			197.76		
		101-253.000-726.000	TABLOID PAPER			22.45		
		101-265.000-726.000	CITY HALPAPER PRODUCTS			354.27		
		101-265.000-801.000	PATCH CITY HALL ROOF			154.51		
		101-265.000-801.790	CONTRACTUAL SRV-MITCHELL BLDG			14.97		
		101-276.000-726.000	DEET REPEL			27.98		
		101-276.000-801.000	AUGUST PORTA JOHN RENTAL			95.00		
		101-295.000-726.000	BATTERIES & BEE KILLER			67.20		
		101-295.000-740.000	FUEL AND LUBRICANTS			411.72		
		101-295.000-930.000	TIRE & TUBE FOR BATWING MOWER			63.98		
		101-301.000-801.000	DISMOUNT/MOUNT & BALANCE 4 TIRES			3,317.96		
		101-336.000-726.000	CHROME TANK LEVER			234.77		
		101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			55.47		
		101-336.000-742.000	BOOT ALLOWANCE PER CONTRACT			53.48		
		101-336.000-930.000	REPAIRS & MAINTENANCE			465.50		
		101-441.000-860.000	MILEAGE REIMBURSEMENT - 2021 MAMC CON			269.92		
		101-756.000-726.000	GRABBER			24.99		
		101-756.000-801.000	AUGUST PORTA JOHN RENTAL			1,610.00		
		208-751.000-726.000	T-BALL AND COACH PITCH MEDALS			1,523.91		
		208-751.000-726.006	CONCESSION SUPPLIES			430.73		
		208-751.000-801.000	CONTRACTUAL SERVICES			254.44		
		271-790.000-930.000	BALLAST, BULBS, WIRE NUTS - LIBRARY			291.11		
		271-790.000-982.000	BOOKS			3,756.24		
		271-792.000-982.000	BOOKS			91.70		
		401-443.000-801.000	R/R STORM DAMAGED SIDEWALKS - CITY WI			7,325.00		
		401-452.000-801.000	CONTRACTUAL SERVICES			26,322.60		
		582-000.000-110.000	POLE 55 FOOT CL3			43,212.94		
		582-000.000-158.000-19	CONSTRUCTION WORK IN PROGRESS			53.40		
		582-000.000-202.100	4CCH			2,031.78		
		582-175.000-726.000	SUPPLIES			260.31		
		582-175.000-801.000	CONTRACTUAL SERVICES			545.00		
		582-175.000-920.400	UTILITIES - GAS			24.04		
		582-175.000-925.000	TELEPHONE			21.63		
		582-543.000-726.000	SUPPLIES			109.50		
		582-543.000-739.000	PURCHASED POWER			784,916.18		
		582-543.000-740.000	FUEL AND LUBRICANTS			448.12		
		582-543.000-740.300	NATURAL GAS - ENGINE #5			18.21		
		582-543.000-740.400	NATURAL GAS - ENGINE #6			18.21		
		582-543.000-920.400	UTILITIES - GAS			70.65		
		582-543.000-930.000	REPAIRS & MAINTENANCE			1,846.18		
		582-544.000-726.800	SUPPLIES - OPERATIONS			3,662.94		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		582-544.000-730.000	VEH./EQUIP. MAINT. SUPPLIES			641.86	
		582-544.000-740.000	FUEL AND LUBRICANTS			2,917.05	
		582-544.000-930.000	REPAIRS & MAINTENANCE			15,316.77	
		588-588.000-726.000	CALENDAR, PEN REFILLS			37.51	
		588-588.000-726.007	MASKS, DISINFECTANT WIPES			70.22	
		588-588.000-730.000	BRAKE PADS			2,196.11	
		590-000.000-202.100	SCCH			345.51	
		590-175.000-726.000	SUPPLIES			175.84	
		590-175.000-801.000	CONTRACTUAL SERVICES			272.50	
		590-175.000-920.400	UTILITIES - GAS			29.14	
		590-175.000-925.000	TELEPHONE			97.34	
		590-175.000-930.000	REPAIRS & MAINTENANCE			127.32	
		590-546.000-930.960	REPAIRS & MAINT. - SEWER MAINS			24,380.05	
		590-547.000-726.900	SUPPLIES - LABORATORY			312.15	
		590-547.000-727.500	SUPPLIES - CHLORINE			1,468.49	
		590-547.000-730.039	BPU VEHICLE MAINT/SUPPLIES			165.44	
		590-547.000-740.000	FUEL AND LUBRICANTS			665.63	
		590-547.000-742.000	CLOTHING / UNIFORMS			159.98	
		590-547.000-801.000	CONTRACTUAL SERVICES			4,641.78	
		590-547.000-920.400	UTILITIES - GAS			1,023.95	
		590-547.000-930.000	REPAIRS & MAINTENANCE			1,291.44	
		591-000.000-158.000-21	CONSTRUCTION WORK IN PROGRESS			109,935.00	
		591-000.000-202.100	WCCH			245.96	
		591-175.000-726.000	SUPPLIES			175.82	
		591-175.000-801.000	CONTRACTUAL SERVICES			272.50	
		591-175.000-920.400	UTILITIES - GAS			29.12	
		591-175.000-925.000	TELEPHONE			97.33	
		591-175.000-930.000	REPAIRS & MAINTENANCE			127.32	
		591-543.000-861.000	TRAINING & SEMINARS			120.00	
		591-543.000-930.000	REPAIRS & MAINTENANCE			6.54	
		591-544.000-726.800	SUPPLIES - OPERATIONS			10.99	
		591-544.000-730.039	BPU VEHICLE MAINT/SUPPLIES			28.78	
		591-544.000-740.000	FUEL AND LUBRICANTS			665.58	
		591-544.000-742.000	CLOTHING / UNIFORMS			159.98	
		591-544.000-801.000	CONTRACTUAL SERVICES			564.00	
		591-544.000-861.000	TRAINING & SEMINARS			240.00	
		591-544.000-930.000	REPAIRS & MAINTENANCE			7,179.33	
		591-544.000-930.990	REPAIRS & MAINTENANCE - LEAD SERVICES			3,920.00	
		591-545.000-930.000	REPAIRS & MAINTENANCE			519.16	
		633-000.000-111.000	CATCH BASIN FRAM 1046Z			1,759.49	
		640-444.000-726.000	STRIP LITES - DPS GARAGE			84.62	
		640-444.000-730.000	MOWER BELT			269.20	

CITY COUNCIL MINUTES

City of Hillsdale
September 7, 2021
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

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

Roll Call

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

Council Members present: Adam Stockford, Mayor
R Greg Stuchell, Ward 1
Anthony Vear, Ward 1
William Morrissey, Ward 2
Bruce Sharp, Ward 3
Bill Zeiser, Ward 3
Raymond Briner, Ward 4
Robert Socha, Ward 4

Council Members absent: Pratt

Also Present: David Mackie (City Manager), Attorney Tom Thompson, Katy Price (City Clerk), Scott Hephner (HCPD/HCFD), Jake Hammel (DPS Director), Alan Beeker (Zoning), Penny Swan, Jack McClain, Rachel Cram, Josh Hypes, Ken Burtram, Stephen Hollister, Aston Cramer, Margot Games, Aries, Jordan Benzing and Corey Murray (HDN).

Approval of Agenda

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

By a voice vote, the motion passed unanimously.

Public Comment

Jack McClain, Hillsdale Twp, commented on the proposed EDC appointment of Sam Waldvogel.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of August 19, 2021: \$533,740.74
 - 2. Payroll of August 19, 2021: \$129,146.47
- B. City Council Minutes of August 16, 2021
- C. Planning Commission Minutes of June 30, 2021
- D. Brownfield Redevelopment Authority Minutes of October 29, 2020
- E. EDC Minutes of June 17, 2021
- F. EDC Three Meadows Committee Minutes of June 30, 2021
- G. EDC Manufacturing & Technology Park Committee Minutes of July 21, 2021
- H. Hospital Finance Authority Minutes of September 1, 2021
- I. Faith Covenant Bible Church Use Agreement – Ratification of Signatures
- J. Latimer Use Agreement – Owen Memorial Park
- K. Fair Parade – Right of Way Use Permit/Traffic Control Order

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

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Mayor Stockford	Aye
Council Member Socha	Aye
Council Member Zeiser	Aye
Council Member Morrissey	Aye

Motion passed 8-0.

Communications/Petitions

- A. Certificate of Appreciation: Fire Captain Steven McDowell
- B. Art Around Town: September 18, 2021
- C. Vear Email on Streets Improvement Project
- D. Fall 2021 City Newsletter

All items presented for the purpose of information only.

Introduction and Adoption of Ordinances/Public Hearings

None

Old Business

- A Road Projects Verbal Update- Jake Hammel

Jake Hammel (Public Service Director) gave a street project report. Hammel stated the Elm Ct. BPU water and sewer main restoration project has been completed. All three special assessment district street projects have been completed.

He mentioned that the transfer station steel structure is onsite. Project is moving along quite well. Concrete is down and will start to build the building in a few weeks, anticipated completion time is beginning of October 2021.

Hammel reported on storm damage 65% of brush collection is completed, crews will continue to work on it until it is finalized. He also spoke on the leaf collection equipment and thanked Defiance, OH for their help in showing the department how to train and operate the new machinery.

No action taken.

New Business

- A. City of Hillsdale Master Plan 2021

Alan Beeker (Planning/Zoning Administrator) reported in accordance with P.A. 33 of 2008, the City of Hillsdale Planning Commission is required to amend the city’s master plan every five years. With the limitations of 2020, the amendment was not completed by the end of 2020 as planned. After reviewing the existing document, the Planning Commission decided that a much more in-depth revision was required. The Planning Commission has presented the amended Master Plan at a public hearing held on August 18, 2021.

Motion by Council Member Socha, seconded by Council Member Morrissey to approve the City of Hillsdale’s Master Plan 2021. **Resolution # 3468.**

By a voice vote, the motion passed unanimously.

B. NEZ Tax Exemption Certificate – Hillsdale County ISD

David Mackie (City Manager) reported the Clerk received an application for a Neighborhood Enterprise Zone New Facility Tax Exemption Certificate from Hillsdale County Intermediate School District on August 13, 2021. The proposed project at 12 Windswept Lane will be based on a similar design of previous projects. The ISD is estimating the cost at \$280,000 and plan to complete the project in 2 years.

The EDC Board reviewed the application and recommends approval for 10 years as requested.

Motion by Council Member Zeiser, seconded by Council Member Stuchell to approve the NEZ Tax Exemption Certificate to the Hillsdale County ISD for the 10 year period. **Resolution #3469.**

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Mayor Stockford	Aye
Council Member Socha	Aye
Council Member Morrissey	Aye
Council Member Zeiser	Aye

Motion passed 8-0.

C. Set Public Hearing for IFT Tax Exemption Certificate – 190 Uran St.

City Manager Mackie stated DDP Specialty Electronic Materials US, Inc. has submitted an application for an Industrial Facilities Tax Exemption Certificate for their expansion project, started May 24, 2021 with a projected end date of November 19, 2021. The total cost of the building and improvements reported by the applicant is \$1,017,786. Stated Council needs to set a public hearing for the request.

Ken from DDP stated the plant plan on expanding and increasing job force by 12 full time jobs.

Motion by Council Member Socha, seconded by Council Member Vear to set public hearing for September 20, 2021 for the IFT tax exemption certificate request from DDP (DuPont) located at 190 Uran St.

By a voice vote, the motion passed unanimously.

D. Keefer House Hotel Use and Easement Agreement

Alan Beeker (Planning/Zoning Administrator) stated that means of access to the lower level of the Keefer House Hotel is by way of a staircase along the north side of the building. That staircase is located within the North Street right-of-way. Keefer House Hotel, LLC, owner of the Keefer House Hotel is requesting a use and easement agreement with the City to keep, maintain and use the existing staircase into perpetuity. The staircase was built with the original building over 100 years ago.

Motion by Council Member Socha, seconded by Council Member Stuchell to approve the Use and Easement Agreement as presented between the City of Hillsdale and Keefer House Hotel, LLC.

By a voice vote, the motion passed unanimously.

E. Hospital Finance Authority Dissolution

David Mackie (City Manager) reported that the Hospital Finance Authority has not been engaged in any activity for a period in excess of ten (10) years and is no longer needed. The Authority met on September 1, 2021 to agree to dissolve the authority but resolution.

Mayor Stockford mentioned that he thought the authority had been dissolved last year. Mr. Mackie stated that it was on hold because of Covid as many things had been.

Motion by Council Member Sharp, seconded by Council Member Socha to dissolve the Hospital Finance Authority. **Resolution #3470.**

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Sharp	Aye
Council Member Stuchell	Aye
Mayor Stockford	Aye
Council Member Socha	Aye
Council Member Morrissey	Aye
Council Member Zeiser	Aye

Motion passed 8-0.

F. Joint City Manager/BPU Director Appointment

City Manager Mackie reported upon passing the road millage and preparing this year's budget an unknown situation was exposed that will require the City to find cost savings within the General Fund to the tune of about \$150,000. This year we are using excess General Fund reserves to close this gap but staff believes it's important to address this matter sooner, rather than later, to come up with a solution.

One solution staff brought forward to address part of this gap is having the Mayor and Council appoint the current City Manager to both the City Manager and BPU Director positions with the current BPU Director moving to the open Electric Superintendent position. This decision would allow the City's General Fund to split the City Manager's wages with the BPU, thus helping to close the gap discussed above.

Currently, the matter rests with the O&G Committee. O&G plans to discuss the matter in greater detail, as it would require a new contract for the City Manager, toward the end of September. Normally, the City Manager and BPU Board would select the BPU Director. The O&G Committee might want to invite a representative or two from the BPU Board to participate in their discussions.

Mayor Stockford stated that the City is doing more with less. Combining the positions would help save tax payers money.

Council Member Sharp stated that the O&G plans on meeting to discuss the appointment details further as well as compensation.

Council Member Vear commented that on the BPU side they are down one position currently, so filling the electric superintendent with McArthur would create a savings on both ends.

Mayor Stockford commented that he spoke with BPU Director McArthur and he is on board with moving over to the electric superintendent position.

Further Council discussion ensued.

No action taken.

Miscellaneous Reports

A. Proclamation – None

B. Appointments—Sam Waldvogel – EDC, Rachel Lott – EDC (Reappointment)

Motion by Council Member Briner, seconded by Council Member Sharp to approve the appointments as presented.

By a voice vote, the motion passed unanimously.

C. Other – None

General Public Comment

Jack McClain, Hillsdale Twp, commented on property on South Street by Stock's Park. McClain asked about the TIFA audits, he isn't able to find any past 2019. He asked the Mayor if he could hand out something to Council and went over to Council Member Stuchell and gave him an envelope and stated he was served.

Boy Scout Troop were in attendance.

Jordan Benzing, Adams Twp, commented on the local Boy Scout troop history as he is scout master. Troop is doing citizenship in the community.

City Manager's Report

Manager Mackie reported the city's application has been approved for the American Act Rescue Funds. City is expected to receive half of the \$837,000.00 in October.

The City received a \$100,000.00 grant to repave Uran Street scheduled for next year.

The American Legion commemorating 9/11 with a ceremony on Saturday, 9/11/21.

The Patriot Fly-in will be held at the Municipal Airport on Sunday, 9/12/21.

Council Comments

Mayor Stockford commented on the homeless in downtown. He mentioned council should figure out a way to address that. Stockford stated there should be away to not violate civil liberties but not allow people to sleep on benches downtown.

Further Council discussion ensued.

Council Member Socha had questions for the attorney as certain legislation has been deemed as unconstitutional.

Attorney Thompson addressed Council Member Socha's questions.

Council Member Socha exerted his frustrations on the vagrant issue the city currently has.

Adjournment

Council Member Sharp, seconded by Mayor Stockford moved to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:45 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

Hillsdale Housing Commission
45 N. West Street Hillsdale, MI 49242
Phone: (517) 439-1210 Fax: (517) 439-9577 Web: www.hillsdalehousing.org

Minutes – Regular Board Meeting

Wednesday 07/21/2021

1. Call to Order:

Dennis Wainscott, Commissioner Chairman, called the meeting to order at 8:36am

2. Roll Call

Commissioners:

Dennis Wainscott, Mike Prince, Barbara Hamdan, Julie Boyce

Absent: Commissioner Clint Brugger

Staff:

Executive Director: Amy Slade

Maintenance Supervisor: Paul Scriptor

Absent: Tiffany Hall (Maternity Leave)

Additional Present:

Kelly LoPresto - City of Hillsdale

Shirley Lopez – Resident Apt. 402

3. Additions to Agenda:

Review of Executive Director's Position, all Commissioner's agreed that Amy is doing a great job, and suggested a 5% increase in pay, retroactive to June 15th, 2021. A motion was made to approve by Julie Boyce, a second by Commissioner Rev. Mike Prince. All Commissioners present, approved.

4. Minutes from May Meeting:

Commissioners Chairman Dennis Wainscott made a motion to accept July minutes; and a second by Commissioner Julie Boyce. All present Commissioners voted and approved the July minutes.

5. Maintenance Supervisor's July Report (see attached report)

Commissioner Julie Boyce made a motion to accept the maintenance report; and a second by Barb Hamdan. Commissioners voted and approved the maintenance report.

- The annual backflow preventer test has been completed by Ryan and Bradshaw, no issues reported
- All unit's that wanted upgrades (painting and flooring), are complete
- The North Stairwell painting is complete, South Stairwell floors still need painted
- All smoke alarm batteries have been changed in the apts.
- Reached out to Klein Engineering from Jackson, on obtaining a structural assessment

Executive Director's Report (see attached report)**HUD Reports: Financial Highlights****Credit card Expenditures: May and June**

Office Supplies:	\$ 0
Maint. Supplies:	\$1479.12
Postage Supplies:	\$ 20.20
Invoices – Trash/Phone:	\$ 212.70
<u>Intuit Payroll:</u>	<u>\$ 114.00</u>
Total:	\$1826.02

Funding: Received \$20,000 for May and June Operating Fund

- **Internal Operations:**

MOVE-INS: 0 (see attached report)

Vacancy History Report: (see attached report)

VACANCIES: 0

Current Move-Out Notices: 0

Current Waiting List Report as listed below:

1 BEDROOM

Elderly/Disabled: 13

Near Elderly: 2

Other: 4

2 BEDROOMS: 7

- **Community Networking**
- **Request for Board Action:**

PROJECTS COMPLETED:

- **Pending Projects:**
- **NEW PROJECTS:**
- **Resident Activities:**

No Activities – Covid - 19

Commissioner Julie Boyce made a motion to accept the May and June's Executive Director's Report; and a second by Barb Hamdan. All present Commissioners voted and approved the Executive Director's Report.

- **New Business:**
 - **Annual Meeting:**
 - Election of officers – Commissioner Mike Prince suggested, due to the pandemic, to keep all elected Commissioners as is. A motion was made by Dennis Wainscott to approve of Mike's Suggestion, a second by Commissioner Julie Boyce was made, all commissioners present, approved
 - HHC By-laws, all present Commissioners agreed to keep all HHC By-laws as is
 - The Board reviewed the Mission Statement, a motion was made by Commissioner Chairman,

Dennis Wainscott to keep the mission statement as is, a second by Barb Hamdan. All present commissioners voted and approved.

- **Unfinished Business:**
- **Residents and Visitors with Commission Business:**
 - Nothing to report

- **Adjournment:**

A Motion was made by Commissioner Chairman, Dennis Wainscott, to adjourn meeting, a second from Barb Hamdan, all Commissioners present approved.

The meeting was adjourned at 8:56 am.

X _____
Dennis Wainscott
Chairman

X _____
Amy Slade
Executive Director

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: June 28, 2021

TIME: 5:15 PM

PRESENT

COUNCIL: Bruce Sharp, Ray Briner and Tony Vear

STAFF: David Mackie City Manager, Scott Hepner Police and Fire Chief, Thad Doty, Pete Merritt and Joseph Mangan Finance Director.

PUBLIC: None

We were given information by Pete Merritt on the taking of property for non payment of taxes. The City needs to develop procedures and a policy going forward so Staff will have guidance.

BOARD OF PUBLIC UTILITIES AND THE CITY OF HILLSDALE ACCOUNTS PAYABLES

Check 101544 For Visitor Guide and full page Ad in the paper.

Check 101552 Engineering for the Industrial Park Water Tower.

Check 101555 Wrong programmed water meter.

Check 101556 Maintenance, Planting and Landscaping.

Check 101570 Substations trimming and cutting.

Check 101575 Annual Inspection of Fire and Sprinkling System at the Library.

Check 101583 Asphalt and Concrete Compliance Tests.

Check 101598 Preliminary Drawings of Culverts for Grant Application.

Check 101600 Paint purchased in Coldwater Michigan.

Check 101605 City's Portion for Fayette Street

Check 101606 Fire Truck repair on #332 Pumper Truck.

Check 101607 Sewer cleanings approved by Council.

Check 101610 Power Plant and WasteWater Treatment Plant instrumentation that upgrades the systems to allow better monitoring by staff.

Motion by Vear and seconded by Briner. Passed 3-0

PUBLIC COMMENT: None

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

ADJOURNMENT: 5:56PM

Next Meeting

July 12, 2021

5:15PM

City Hall Conference Room

Minutes prepared by Tony Vear acting secretary.

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: July 26, 2021

TIME: 5:15 PM

PRESENT

COUNCIL: Bruce Sharp and Tony Vear

STAFF: David Mackie City Manager, Scott Hepner Police and Fire Chief and Joseph Mangan Finance Director.

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND THE CITY OF HILLSDALE ACCOUNTS PAYABLES

Check 101726 For the Airport Tractor.

Check 101734 Questioned the costs associated with Coldwater on providing Mutual Aid addressing damages caused by recent storms.

Check 101742 Pouring a 28X96X6" Pad for the DPS.

Check 101746 Was a pass thru for a concert on July 1, 2021.

Check 101750 Again a pass thru from money raised.

Check 101761 Annual membership dues for the City Manager.

Check 101763 Library Alarm System.

Check 101764 Alarm at the BPU.

Check 101776 Asphalt testing.

Check 101781 Asbestos Removal from Insulations on Pipes.

Check 101803 Near the end of payments.

Check 101804 Camera Mapping of the Sewer System for the entire City.

Motion by Vear and seconded by Bruce. Passed 2-0

PUBLIC COMMENT: None

Motion by Bruce and seconded by Vear to adjourn. Passed 2-0

ADJOURNMENT: 5:36PM

Next Meeting

August 9, 2021

5:15PM

City Hall Conference Room

Minutes prepared by Tony Vear acting secretary.

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: August 9, 2021

TIME: 5:15 PM

PRESENT

COUNCIL: Bruce Sharp, Ray Briner and Tony Vear

STAFF: David Mackie, City Manager.

PUBLIC: None

We were informed that Joseph Mangan, Financial Director was leaving.

BOARD OF PUBLIC UTILITIES AND THE CITY OF HILLSDALE ACCOUNTS PAYABLES

Invoice ref# 71390 Full Refund for Dock Rental. Asked what the Policy on refunds is.

Invoice ref# 71458 Movable Concrete Road Dividers.

Invoice ref# 71159 Expected Finish Date is October with 3 or 4 more Draws.

Invoice ref# 71325 A refund of ½ the Fees. Questioned the Policy.

Invoice ref# 71281 Union Contract Negotiations for BPU and Teamsters.

Invoice ref# 71392 Refund. Policy?

Invoice ref# 71473 Caused by a lightning strike.

Invoice ref# 71472 Installing Smart Pump that will work more efficiently.

Invoice ref# 71315 For the Water Tower. The other check was voided.

Motion by Vear and seconded by Briner. Passed 3-0

PUBLIC COMMENT: None

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

ADJOURNMENT: 5:49PM

Next Meeting

August 23, 2021

5:15PM

City Hall Conference Room

Minutes prepared by Tony Vear acting secretary.

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: August 23, 2021

TIME: 5:15 PM

PRESENT

COUNCIL: Bruce Sharp, Ray Briner and Tony Vear

STAFF: David Mackie, City Manager.

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND THE CITY OF HILLSDALE ACCOUNTS PAYABLES

Check 101936 To install utility poles. Purchase approved by Council.

Check 101947 Dawn Theater work that needs to be completed by end of year.

Check 101952 Weather related refund.

Check 101967 Engineering Firm that does Design Work. SSOE stands for Samborn Steketee and Otis and Evans.

Check 101973 Used to start engines at the Power Plant.

Should be noted that with the departure of our Finance Director some departments were unable to present checks to be included in this report. We will have the rest at our next Finance Meeting.

Motion by Vear and seconded by Briner. Passed 3-0

PUBLIC COMMENT: None

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

ADJOURNMENT: 5:32PM

Next Meeting

September 7, 2021

6:15PM

City Hall Conference Room

Minutes prepared by Tony Vear acting secretary.

CITY OF HILLSDALE FINANCE COMMITTEE

PLACE: CITY HALL CONFERENCE ROOM

DATE: September 7, 2021

TIME: 6:15 PM

PRESENT

COUNCIL: Bruce Sharp, Ray Briner and Tony Vear

STAFF: David Mackie, City Manager and Scott Hepner Police and Fire Chief.

PUBLIC: Jack McLain

BOARD OF PUBLIC UTILITIES AND THE CITY OF HILLSDALE ACCOUNTS PAYABLES

Invoice ref# 71527 Approved by Council and on Budget.

Invoice ref# 71816 Council Approved for Special Poles.

Invoice ref# 71598 Parks water tested in Jonesville.

Invoice ref# 71676 Inspection of Paint on Water Tower.

Invoice ref# 71600 Work done in Hidden Meadows.

Invoice ref# 71771 Sidewalk repaired due to a City Tree.

Invoice ref# 71772 Sidewalk repaired due to a City Tree.

Invoice ref# 71774 Mile reimbursement from attending a Cemetery Conference, in Traverse City Michigan.

Invoice ref# 71513 Have 1 or 2 small payments left.

Invoice ref# 71604 Finishing concrete work at the Transfer Station.

Invoice ref# 71682 For a 3rd Party Administrator.

Invoice ref# 71552 Strip Mall overpayment. The Taxpayer paid tax twice.

Invoice ref# 71576 Annual Fee for hosting online.

Invoice ref# 71703 More work required in replacing lead lines reflected in the higher cost.

Invoice ref# 71704 More typical cost for lead line replacements.

Invoice ref# 71753 Last payment for the City on West Fayette Street Project.

Invoice ref# 71826 Replacing A/C in 2019 Explorer.

Invoice ref# 71709 Near the end of the mapping of the City's Sewers.

Invoice ref# 71574 Machine repair from a lightning strike.

Invoice ref# 71707 Wrong date the invoice date should have been 08/16/2021.

Invoice ref# 71675 Payment for the Water Tower.

Invoice ref# 71642 Electrical Crew from Clinton to help with Storm damage.

Motion by Vear and seconded by Briner. Passed 3-0

PUBLIC COMMENT: Jack McLain questioned LARA (Licensing and Regulatory Authority) Money is used for energy saving devices, programs, Community Action Agency and others. The lack of being able to access revenues and quarterly statements.

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

ADJOURNMENT: 6:46PM

Next Meeting

September 20, 2021

6:30PM

City Hall Conference Room

Minutes prepared by Tony Vear acting secretary.

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: Consent Agenda

Subject: Street Closure Request

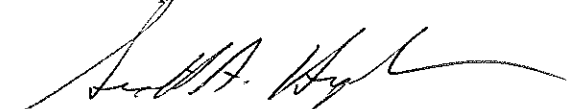
Background:

A representative from the Keefer House has submitted a Right of Way Use application requesting the closure of North Street between N. Howell Street and the Midtown alley for an event / ceremony from 8:00 a.m. till 8:00 p.m. on Friday September 24, 2021. A tent will be utilized on the street for the event. See attached temporary TCO 2021-29.

Recommendation:

Approval of this request is recommended as this section of the street has been closed numerous times for other events.

Scott A. Hephner



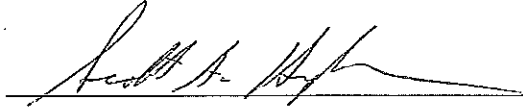
Chief of Police / Fire Chief

**TRAFFIC CONTROL ORDER
2021-29**

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.

North St. between Howell St. and just east of Alleyway will be closed to all traffic and there shall be no parking on either side from 8:00 am to 8:00 pm on Friday, September 24, 2021 for The Keefer House Hotel Groundbreaking ceremony.

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

09/13/21

Date

Received for filing in the office of the City Clerk at 4:00 p.m. on the 13 day of September, 2021.

City Clerk

09/13/21

Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2021.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by
Date
Amount Rec'
Check #

J.N.

9-1-21

Permit #

3947



CITY OF HILLSDALE

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

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

TYPE:

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

Post a copy of the
Permit on-site

The Keeper House Hotel 9/1/2021

Applicant's Name			Date			Contractor's Name			Date		
42 Union St. Ste. 14											
Mailing Address			City			State			Zip Code		
Hillsdale			MI			49242					
Mailing Address			City			State			Zip Code		
Hillsdale			MI			49242					
Telephone Number			City			State			Zip Code		
815.354.4721			815.354.4721								

DESCRIPTION OF WORK OR USE:

Event

LOCATION: (Drawing to be provided)

North Street

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Tent

TIME PERIOD:

COMMENCING DATE: 9/24/2021 TIME: 8:00 ENDING DATE: 9/24/2021 TIME: 8:00

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

Staff Use Only

Recommendation for Issuance

Approved Denied

 09-10-21


Director, Department of Public Services

Director Comments:

Tent to be set-up after 8am, and be removed at 8pm. Applicant to tear down all traffic control and place it on the nearest curb. Do not block pedestrian walk paths/crosswalks/sidewalk ramps. DPS will transfer all traffic control from North street to the Veterans Parade route at weekend overtime rate. Applicant has agreed to cover that cost, included in the permit fee. DPS does not have enough traffic control devices to cover both events. Traffic control rental would cost applicant substantially more.

Recommendation for Issuance

Approved Denied

_____
Chief of Police

Chief of Police Comments:

Applicant shall supply certificate of liability naming the City of Hillsdale as additional insured for \$500,000 each occurrence and 1,000,000 general aggregate.

Bond Received \$ _____

Fee Received \$ 260.00

City Clerk

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

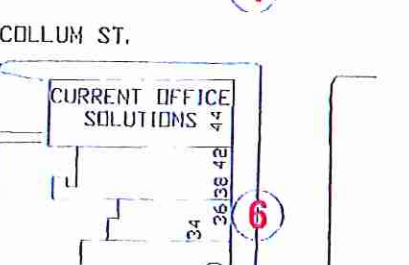
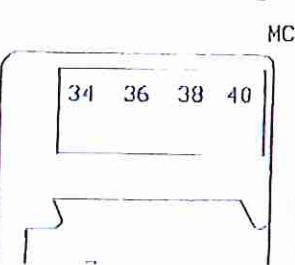
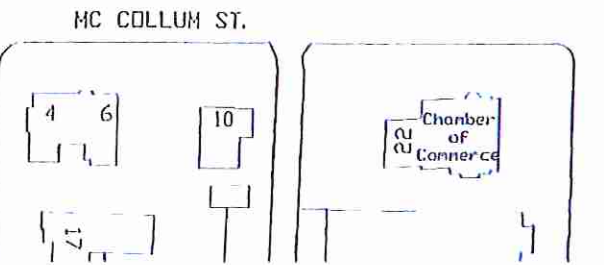
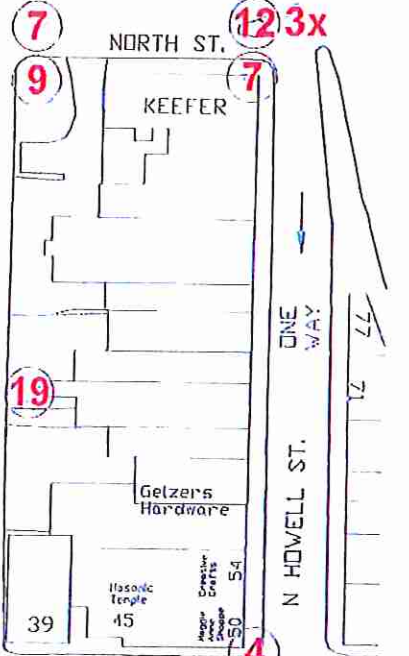
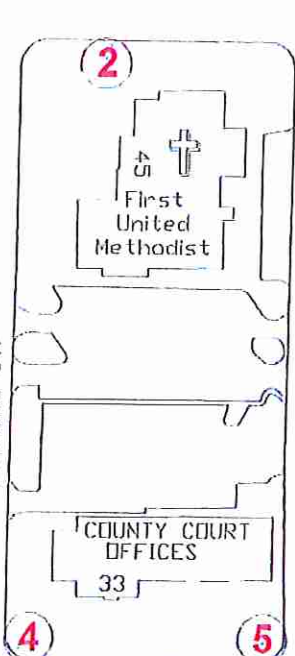
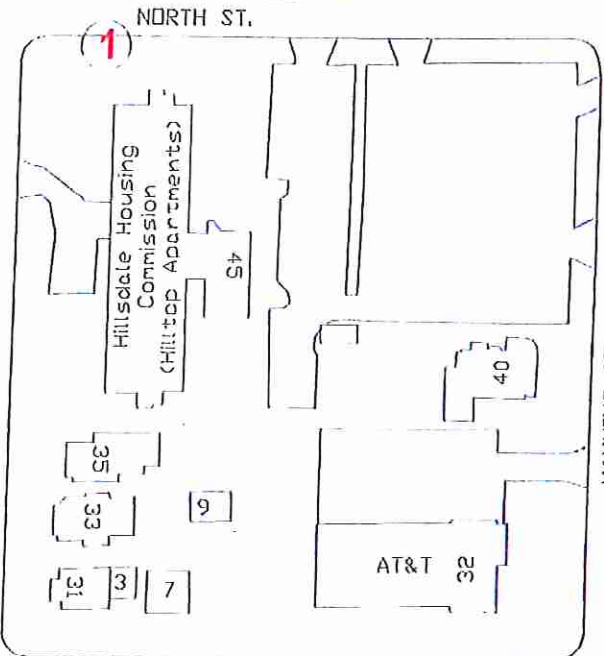
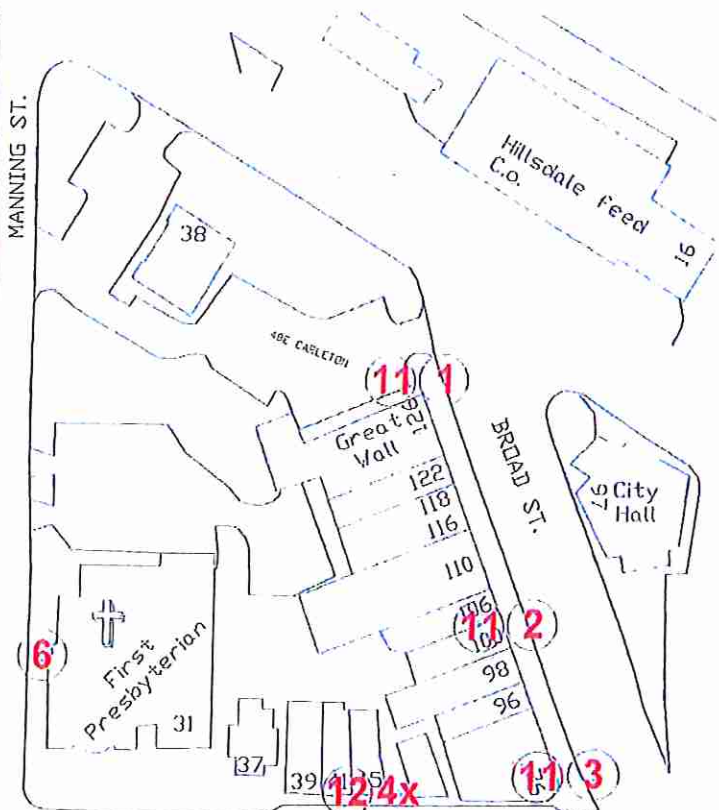
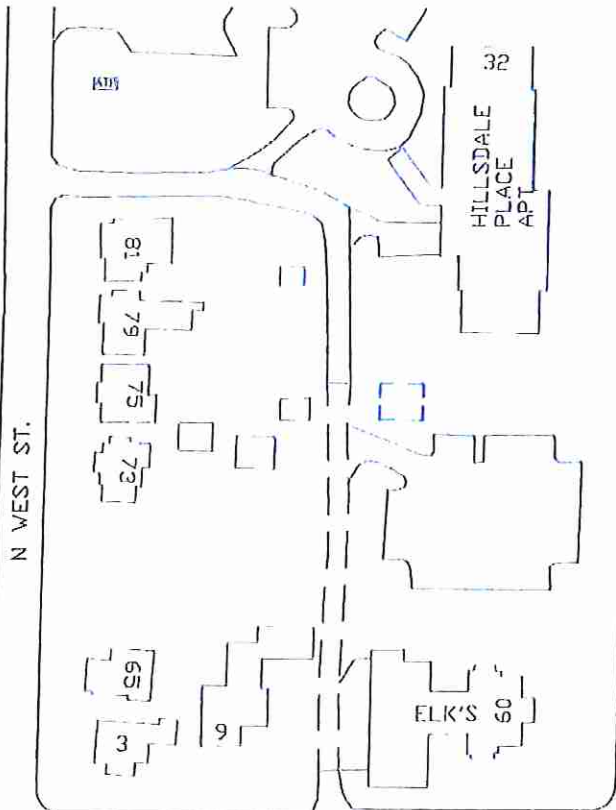
Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
Or email to: jhammel@cityofhillsdale.org

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

The City of
HILLSDALE
 Family • Tradition • Opportunity

Traffic TTC		
Key	Code	Sign
1	W20-3	Road Closed Ahead
2	W20-2	Detour Ahead
3	M4-9 St	Detour Arrow
4	M4-9 Rt	Detour Arrow
5	M4-9 Lt	Detour Arrow
6	M4-8a	Detour Ends
7	R11-2	Road Closed
8	R11-4	Road Closed to Thru Traffic
9	M4-10 Rt	Detour (large)
10	M4-10 Lt	Detour (large)
11	D3-1	Street Name Plaque
12		High Intensity Type III Barricade
13		HIP Sawhorse Type I Barricade
14		Road Work Ahead
15		Right Lane Closed
16		Left Lane Closed
17		One Lane Road
18		Flagger Symbol
19		Be Prepared to Stop

Pedestrian TTC		
Key	Code	Sign
1	R9-11L	Sidewalk Closed Ahead - Cross Here Left
2	R9-11R	Sidewalk Closed Ahead - Cross Here Right
3		Sidewalk Closed Ahead
4	R9-9	Sidewalk Closed
5	M4-9bR	Detour Right Arrow
6	M4-9bL	Detour Left Arrow
7		Pedestrian Barricade



1

6

11 1

11 2

11 3

7

12 3x

1

2

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19

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1

6

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: Consent

SUBJECT: Keefer House Hotel, LLC Street Closure Agreement –
Groundbreaking Ceremony

BACKGROUND: Michelle Loren, Recreation Director

Brant Cohen of CL Realty submitted a ROW permit application on behalf of Keefer House Hotel, LLC requesting the closure of North Street between Howell St. and just east of the Alleyway between the hours of 8:00 a.m. and 8:00 p.m. on Saturday, September 24, 2021. A tent will be erected on North Street for the ceremony and refreshments.

Chief Hephner has approved TCO 2021-29 and DPS Director Jake Hammel has approved the ROW with use of barricades. Because there will be a shortage of traffic control equipment due to the Veteran's Parade to be held by the Fair on Monday, Keefer House Hotel, LLC has agreed to pay the City for the weekend overtime cost to DPS for collecting and moving the barricades to the necessary destination for the parade. The agreement has been approved by the City Attorney.

RECOMMENDATION:

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

AGREEMENT FOR USE OF STREET
Keefer House Hotel, LLC North Street Closure
Groundbreaking Ceremony
September, 2021

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Keefer House Hotel, LLC, 42 Union Street, Hillsdale Michigan.

Preamble

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

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

Keefer House Hotel, LLC desires to sponsor and promote an event that is open to members of the general public at which food and alcoholic drink will be served as an extension of its interior dining and entertainment venue. This will require the closing of North Street between Howell Street and just east of Alleyway to all traffic and there will be no parking on either side between 8:00 a.m. and 8:00 p.m. Friday, September 24, 2021. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

Keefer House Hotel, LLC represents that it is and will be responsible for the oversight of the event and all expenses associated with it. Keefer House Hotel, LLC 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 Keefer House Hotel, LLC to hold its planned activity as above described, and to close and allow Keefer House Hotel, LLC's use of the referenced street in connection with it. Keefer House Hotel, LLC has agreed to do so in accordance with and subject to the following terms and conditions.

Agreement

1. In consideration of and reliance on Keefer House Hotel, LLC's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow Keefer House Hotel, LLC to hold its planned activity as described in the foregoing

Preamble, and to close and use the street that is located at North Street and just east of Alleyway. Among other things, it is agreed that:

- A. The described street shall be closed to motor vehicle traffic between the hours of 8:00 a.m. and 8:00 p.m. on Friday, September 24, 2021 pursuant to Traffic Control Order No. 2021-29.
 - B. Keefer House Hotel, LLC shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described street as shown on the attached Exhibit A, so as to close off the street to motor vehicle traffic between 8:00 a.m. and 8:00 p.m. Friday, September 24, 2021.
 - C. Between the hours of 8:00 a.m., and 8:00 p.m., Friday, September 24, 2021, Keefer House Hotel, LLC may exclusively use the described street for the purpose of transporting, erecting, installing and removing equipment, signs, tables, chairs, food, beverages, provisions, supplies, goods, and other facilities as are reasonably required to conduct the proposed event and related activities.
 - D. Between the hours of 8:00 a.m. and 8:00 p.m. Friday, September 24, 2021, Keefer House Hotel, LLC may use the described street in connection with its above described planned activities.
 - E. Keefer House Hotel, LLC shall cause all food and drink service, other entertainment and all activities of any kind related to its planned activities on the referenced street to cease on or before 8:00 p.m., September 24, 2021.
 - F. Subject to and in accordance with the following provisions of this agreement, Keefer House Hotel, LLC shall remove all barricades from the ends of the described street, open the street to public travel, and completely restore the street to a condition that is at least as good as when taken no later than 8:00 p.m. Friday, September 24, 2021.
2. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC 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, Keefer House Hotel, LLC agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
 - A. Immediately after 8:00 p.m., Friday, September 24, 2021, Keefer House Hotel, LLC shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described street and open the street to vehicular traffic.
 - B. Upon receiving such permission, but not before, Keefer House Hotel, LLC shall remove the barricades and open the street to public travel and vehicular traffic. When the

barricades are removed, Keefer House Hotel, LLC shall place them out of the main traveled portion of the street until they are returned to the City; provided that Keefer House Hotel, LLC shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Monday, September 27, 2021.

C. Keefer House Hotel, LLC shall at its sole expense and no later than 8:00 p.m. Friday, September 24, 2021 remove or cause the removal and proper disposal of all equipment, signs, tables chairs, trash, garbage, litter and other items from the street and surrounding environs, restore the street to at least as good condition as when taken.

5. Keefer House Hotel, LLC acknowledges that there are no public restroom facilities at the site. Accordingly, Keefer House Hotel, LLC represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.

6. Keefer House Hotel, LLC agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described street.

7. Keefer House Hotel, LLC agrees that it shall not permit any public way other than the described street to be blocked or obstructed. Further, Keefer House Hotel, LLC agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the above-described street.

8. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC 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 Keefer House Hotel, LLC's presence on and use of the above-described street through and until its clean up and final restoration, such proof to be provided at the time of execution of this Agreement.

12. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC hereby accepts the exclusive control over the above-described street and the activities to be conducted thereon, it being the intention of the parties that Keefer House Hotel, LLC 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 Keefer House Hotel, LLC's event.

14. Keefer House Hotel, LLC 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 Keefer House Hotel, LLC, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the street or event area;

B. Defects of any kind or nature in the City's street right of way, its surface or subsurface;

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

Provided, however Keefer House Hotel, LLC 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. Keefer House Hotel, LLC 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. Keefer House Hotel, LLC agrees that City may immediately terminate this agreement without further obligation or liability to Keefer House Hotel, LLC 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 Keefer House Hotel, LLC if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that Keefer House Hotel, LLC'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 Keefer House Hotel, LLC by ordinary first class mail or personal service at the following address:

17. All notices from Keefer House Hotel, LLC 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 Keefer House Hotel, LLC 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

KEEFER HOUSE HOTEL, LLC

Adam Stockford, Mayor
City of Hillsdale

Brant Cohen, Representative
Keefer House Hotel, LLC

Dated: September ____, 2021

Dated: September ____, 2021

Katy Price, Clerk
City of Hillsdale

Dated: September ____, 2021

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: Consent

SUBJECT: Here's to You Pub & Grub Street Closure Agreement (End of Summer Party) - Ratification of Signatures by the City Manager and Clerk

BACKGROUND: Michelle Loren, Recreation Director

Kevin Conant, owner of Here's to You Pub & Grub, submitted a ROW permit application requesting the closure of North Street between Howell St. and just east of the Alleyway between the hours of 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021 in order to hold an End of Summer Party which will include outdoor dining and music. The event will begin at 4:00 p.m. and will end at midnight.

Chief Hephner has approved TCO 2021-28 and DPS Director Jake Hammel has approved the ROW with use of barricades. The agreement has been approved by the City Attorney.

Because the ROW was not received by the City until Monday, September 13, 2021, it was necessary to obtain signatures by the City Manager and Clerk prior to Council approval.

RECOMMENDATION:

I recommend Council ratify approval of the agreement and authorization of signatures by the City Manager and Clerk.

AGREEMENT FOR USE OF STREET
Here's to You Pub & Grub North Street Closure
September, 2021

This Agreement is made and entered between the City of Hillsdale, of 97 N. Broad Street, Hillsdale, Michigan and Skin of My Teeth, LLC, DBA Here's to You Pub & Grub, 45 North Street, Hillsdale Michigan.

Preamble

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

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

Here's to You Pub & Grub desires to sponsor and promote an event that is open to members of the general public at which food and alcoholic drink will be served as an extension of its interior dining and entertainment venue. This will require the closing of North Street between Howell Street and just east of Alleyway to all traffic and there will be no parking on either side from 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021. Cleanup activities and the return of City barricades will be conducted and finalized within a specified period following the end of the event.

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

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

Agreement

1. In consideration of and reliance on Here's to You Pub & Grub's promises and its full compliance with all of the terms and conditions contained in this agreement, the City agrees to allow Here's to You Pub & Grub to hold its planned activity as described in the foregoing

Preamble, and to close and use the street that is located at North Street and just east of Alleyway. Among other things, it is agreed that:

- A. The described street shall be closed to motor vehicle traffic beginning Saturday, September 18, 2021 at 9:00 a.m. and ending at 9:00 a.m. on Sunday, September 19, 2021 pursuant to Traffic Control Order No. 2021-28.
 - B. Here's to You Pub & Grub shall be solely responsible for picking up Type III Barricades from the City Department of Public Services facility on Waterworks drive and then placing and maintaining the barricades at the ends of the described street as shown on the attached Exhibit A, so as to close off the street to motor vehicle traffic between 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021.
 - C. Between the hours of 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021 Here's to You Pub & Grub may exclusively use the described street for the purpose of transporting, erecting, installing and removing equipment, signs, tables, chairs, food, beverages, provisions, supplies, goods, and other facilities as are reasonably required to conduct the proposed event and related activities.
 - D. Between the hours of 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021, Here's to You Pub & Grub may use the described street in connection with its above described planned activities.
 - E. Here's to You Pub & Grub shall cause all food and drink service, other entertainment and all activities of any kind related to its planned activities on the referenced street to cease on or before midnight, September 19, 2021.
 - F. Subject to and in accordance with the following provisions of this agreement, Here's to You Pub & Grub shall remove all barricades from the ends of the described street, open the street to public travel, and completely restore the street to a condition that is at least as good as when taken no later than 9:00 a.m. Sunday, September 19, 2021.
2. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, posting and paying the fees for all applicable and necessary permits, including but not limited to those that might be required by the health department, as well as to comply with any applicable state, county or local statutes, ordinances, rules, or regulations, all at its sole expense.
 3. Here's to You Pub & Grub agrees to and shall be solely responsible for obtaining, arranging for and providing all staff, equipment, tents, signs, tables, chairs, port-a-johns, roll-offs, food, beverages, provisions, supplies, goods, entertainment, concessions and other facilities as are necessary or otherwise required in connection with its proposed event; all at its sole expense.
 4. Following the conclusion of the event, Here's to You Pub & Grub agrees to and shall be solely responsible for and at its sole expense shall comply with the following:
 - A. Immediately after 9:00 a.m., Saturday, September 18, 2021 and 9:00 a.m., Sunday, September 19, 2021, Here's to You Pub & Grub shall contact the Hillsdale City Police and request permission to remove the barricades from the ends of the described street and open the street to vehicular traffic.

B. Upon receiving such permission, but not before, Here's to You Pub & Grub shall remove the barricades and open the street to public travel and vehicular traffic. When the barricades are removed, Here's to You Pub & Grub shall place them out of the main traveled portion of the street until they are returned to the City; provided that Here's to You Pub & Grub shall return the barricades to the City's Department of Public Service's facility on Waterworks Drive no later than noon on Monday, September 20, 2021.

C. Between the hours of 9:00 p.m. and 10:00 p.m. each night, Here's to You Pub & Grub shall at its sole expense and no later than 9:00 a.m. Sunday, September 19, 2021 remove or cause the removal and proper disposal of all equipment, signs, tables chairs, trash, garbage, litter and other items from the street and surrounding environs, restore the street to at least as good condition as when taken.

5. Here's to You Pub & Grub acknowledges that there are no public restroom facilities at the site. Accordingly, Here's to You Pub & Grub represents and agrees that, at its sole expense and as a condition precedent to the commencement of its event, it will provide and have in place restroom facilities that comply with all applicable health and sanitation codes for its scheduled event that are in full working order and in sufficient quantity to accommodate the needs of its participants and attendees.

6. Here's to You Pub & Grub agrees that no attachments for tents or any other facilities will be made to any paved surfaces within any portion of the above-described street.

7. Here's to You Pub & Grub agrees that it shall not permit any public way other than the described street to be blocked or obstructed. Further, Here's to You Pub & Grub agrees to and shall confine its proposed event activities and the activities of the participants and attendees solely to the above-described street.

8. Here's to You Pub & Grub agrees and understands that it is and shall be solely responsible for the repair and restoration of all damage to real and personal private and public property that results from or because of its proposed event, however and by whom caused.

9. Here's to You Pub & Grub represents that it is 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. Here's to You Pub & Grub further represents and covenants that it does not discriminate against any employee or applicant for employment, and that it will not discriminate against any member of the public that will participate in or attend the event it is staging under this agreement because of race, color, religion, national origin, age, height, marital status or other legally protected class. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this agreement.

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

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

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

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

A. The sole or concurrent negligence, gross negligence or intentional acts or omissions of Here's to You Pub & Grub, its agents, servants, employees, guests, vendors, invitees, event participants, event attendees, or others on or within the street or event area;

B. Defects of any kind or nature in the City's street right of way, its surface or subsurface;

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

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

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

16. Here's to You Pub & Grub agrees that City may immediately terminate this agreement without further obligation or liability to Here's to You Pub & Grub at its option and with out prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this agreement, by giving written notice of termination to Here's to You Pub & Grub if the latter should default in the performance of any obligation or breach any covenant under this agreement.

Provided, however, that Here's to You Pub & Grub's indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be delivered to the following named representative of Here's to You Pub & Grub by ordinary first class mail or personal service at the following address:

17. All notices from Here's to You Pub & Grub to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to David Mackie, Hillsdale City Manager, at 97 N. Howell Street, Hillsdale, Michigan 49242.

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

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

CITY OF HILLSDALE

HERE'S TO YOU PUB & GRUB




David Mackie, City Manager
City of Hillsdale



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

Dated: September 15, 2021

Dated: September _____, 2021



Katy Price, Clerk
City of Hillsdale

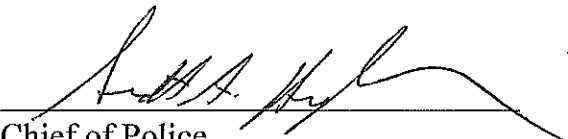
Dated: September 15, 2021

**TRAFFIC CONTROL ORDER
2021-28**

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.

North St. between Howell St. and just east of Alleyway will be closed to all traffic and there shall be no parking on either side from 9:00 am on Saturday, September 18, 2021 to 9:00 am on Sunday, September 19, 2021 for an End of Summer Party at the Here's To You Pub & Grub restaurant.

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

09/13/21

Date

Received for filing in the office of the City Clerk at 4:00 p.m. on the 13 day of September, 2021.

City Clerk

09/13/21

Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2021.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

DPS Mailbox 9/8/2021

Received by _____
Date _____
Amount Rec' _____
Check # _____



RECEIVED

SEP - 3 2021

Permit # 3948

CITY OF HILLSDALE

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

CITY OF HILLSDALE
CITY CLERK'S OFFICE

APPLICATION FOR PERMIT

OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS

TYPE:

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

Post a copy of the
Permit on-site

Applicant's Name <u>Kevin Corant</u>		Date <u>9-3-2021</u>		Contractor's Name		Date	
Mailing Address <u>1540 Bridge Rd</u>				Mailing Address			
City <u>Hillsdale</u>		State <u>MI</u>		Zip Code <u>49242</u>		Zip Code	
Telephone Number <u>577-610-2368</u>				Telephone Number			

DESCRIPTION OF WORK OR USE:

End of summer party

LOCATION: (Drawing to be provided)

45 North St

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

TIME PERIOD:

COMMENCING DATE: 9-18 TIME: 9 AM ENDING DATE: 9-19 TIME: 9 AM

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

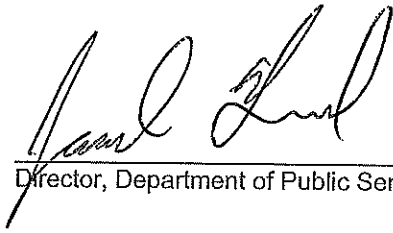
- Certificate of Insurance
- Performance Bond \$ _____
- Construction Plan
- Subcontractor's Names
- Other

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

Staff Use Only

Recommendation for Issuance

Approved Denied

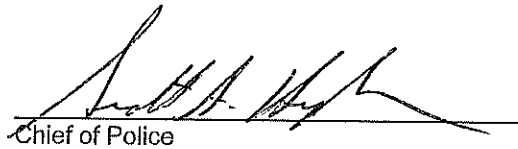
 09-10-21
Director, Department of Public Services

Director Comments:

Applicant shall pick up, erect, and tear down all MUTCD compliant traffic control per the attached map. Signs should be erected one hour prior to start of event, and torn down within one hour of the end of the event. To ensure pedestrian safety, signs shall not protrude onto the sidewalk surface. Applicant shall supply certificate of liability naming City of Hillsdale as additional insured for \$500,000 each occurrence and \$1,000,000 general aggregate. Return traffic control to DPS on Monday following event.

Recommendation for Issuance

Approved Denied


Chief of Police

Chief of Police Comments:

Temp TCO 0900 9/18/21 - 0900 9/19/21

Bond Received \$ _____

Fee Received \$ 10

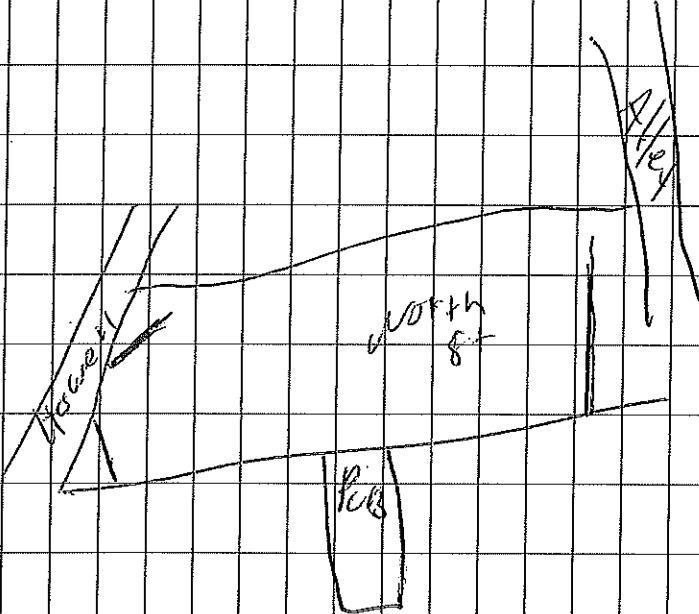
City Clerk

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

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

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

PROJECT PLAN (Attach additional sheets, as necessary)

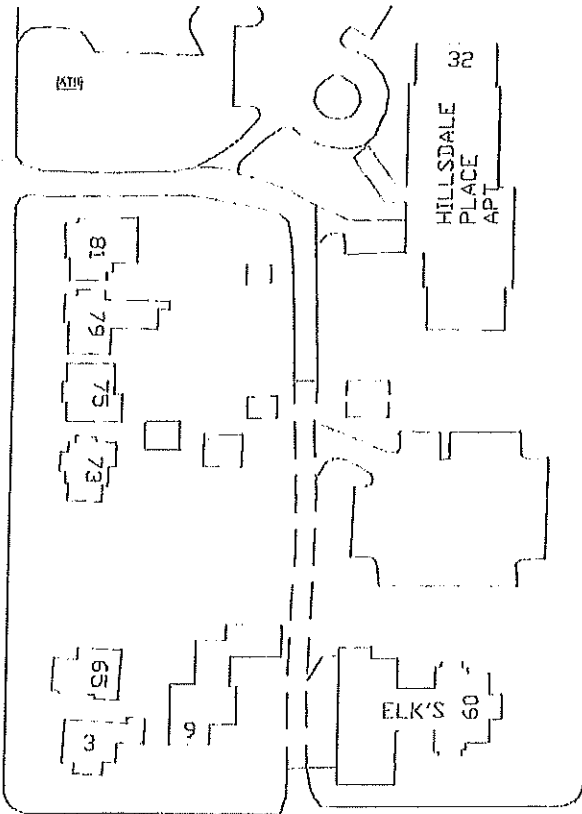


The City of
HILLSDALE
 Family • Tradition • Opportunity

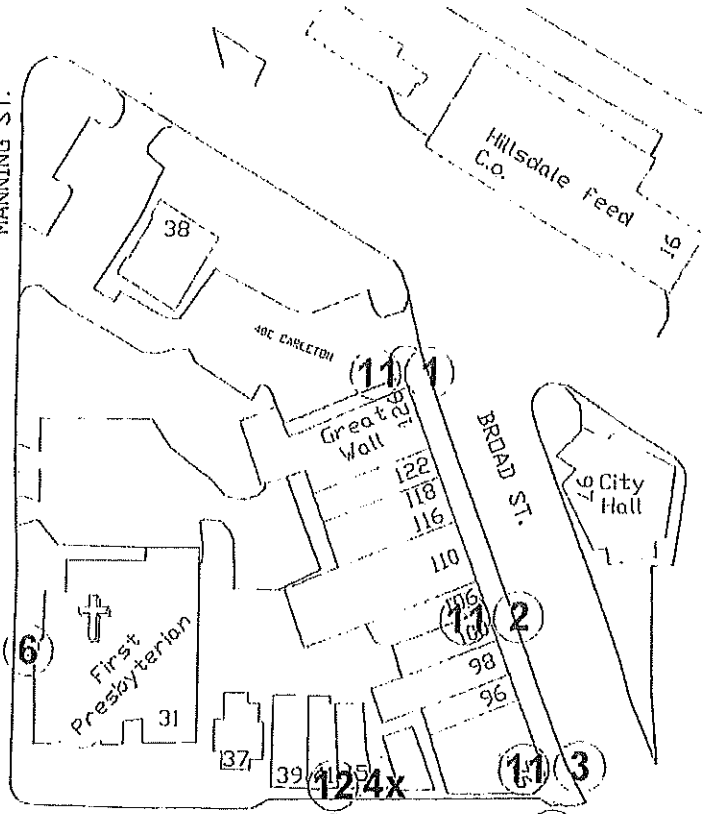
Traffic TTC		
Key	Code	Sign
1	W20-3	Road Closed Ahead
2	W20-2	Detour Ahead
3	M4-9 St	Detour Arrow
4	M4-9 Rt	Detour Arrow
5	M4-9 Lt	Detour Arrow
6	M4-8a	Detour Ends
7	R11-2	Road Closed
8	R11-4	Road Closed to Thru Traffic
9	M4-10 Rt	Detour (large)
10	M4-10 Lt	Detour (large)
11	D3-1	Street Name Plaque
12		High Intensity Type III Barricade
13		HIP Sawhorse Type I Barricade
14		Road Work Ahead
15		Right Lane Closed
16		Left Lane Closed
17		One Lane Road
18		Flagger Symbol
19		Be Prepared to Stop

Pedestrian TTC		
Key	Code	Sign
1	R9-11L	Sidewalk Closed Ahead - Cross Here Left
2	R9-11R	Sidewalk Closed Ahead - Cross Here Right
3		Sidewalk Closed Ahead
4	R9-9	Sidewalk Closed
5	M4-9bR	Detour Right Arrow
6	M4-9bL	Detour Left Arrow
7		Pedestrian Barricade

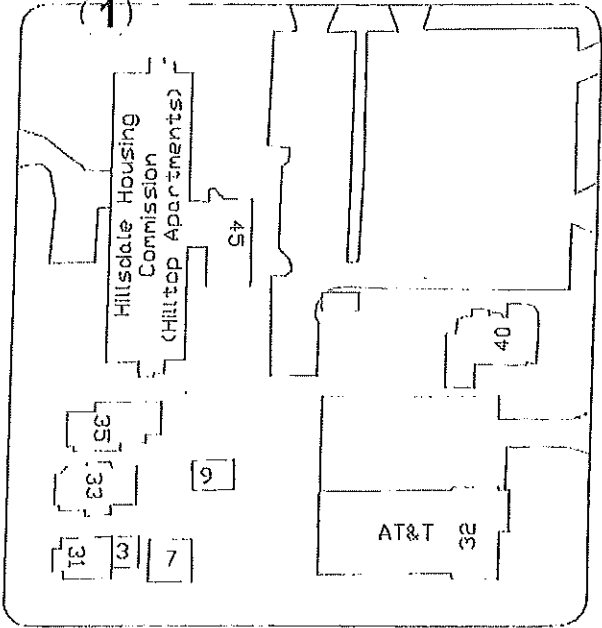
N WEST ST.



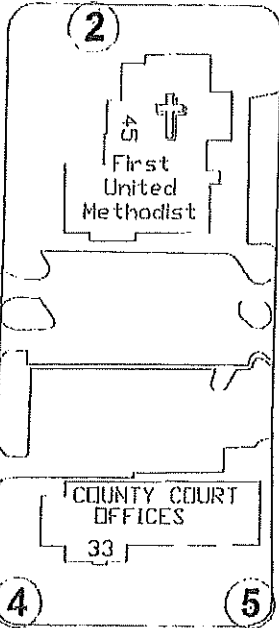
MANNING ST.



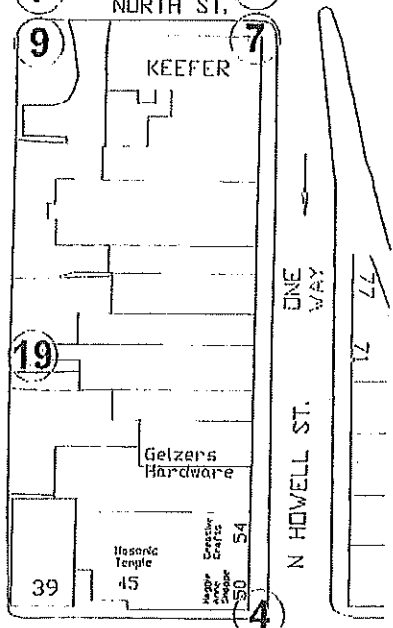
NORTH ST.



MANNING ST.

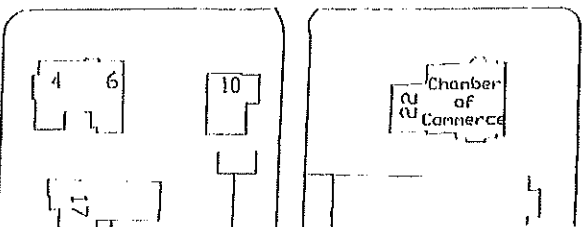


NORTH ST.

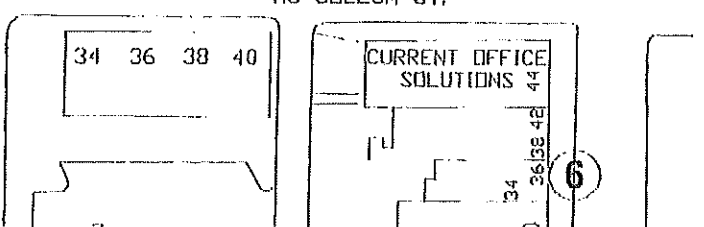


N HOWELL ST. ONE WAY

MC COLLUM ST.



MC COLLUM ST.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2021

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

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

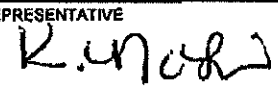
PRODUCER GILPIN AGENCY, INC. PO Box 366 Hanover, MI 49241	CONTACT NAME: PHONE (A/C, No, Ext): (517) 563-8312	FAX (A/C, No): (517) 563-2537
	E-MAIL ADDRESS: kelly@gilpinagencyinc.com	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Skin of My Teeth, LLC DBA Here's To You Pub & Grub 45 North St. Hillsdale, MI 49242	INSURER A: Auto-Owners Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INBR LTR	TYPE OF INSURANCE	ADDL INSD	ADSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		094601-06243168	11/25/20	11/25/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> N/A <small>(Mandatory in NH)</small> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Pers Prop			094601-06243168	11/25/20	11/25/21	\$ 25,000

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

CERTIFICATE HOLDER City of Hillsdale 97 N. Broad St. Hillsdale, MI 49242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

From: [Marney Kast](#)
To: "[Melani Matthews](#)"; [villageofcamden@dmcibb.net](#); "[Village of Montgomery](#)"; [northadamsvillageoffice@gmail.com](#); [vow@wcomco.net](#); [Betty Burkhart](#); [Carol Rosales](#); [Carolyn Scholfield](#); [Cheryl King](#); [Cinda Walton](#); [Cindy Means](#); [Dawn Johnson](#); [Deb Penney](#); [dkdewey@frontiernet.net](#); [Eric Stewart](#); [Karen Sparks](#); [Kathy Flaughner](#); [Katy Price](#); [Kimberly Wilson](#); [Kym Blythe](#); [Maghann Zimmerman](#); [Martha Crow](#); [Mike Bohnet](#); [Patti Smith](#); [Roger Wheeler](#); [scpioclerk@att.net](#); [stephiedscott@gmail.com](#); [Susan Ballinger](#); [Susan Ruder](#); [Vicki Heckel](#)
Cc: [d.sanford@co.hillsdale.mi.us](#); [Abe Dane](#)
Date: Wednesday, September 15, 2021 11:04:51 AM
Attachments: [image002.png](#)
[image003.png](#)

Good Morning!

Doug Sanford, Director of 911 and Emergency Services, addressed the Board of Commissioners yesterday and wanted to pass along this information to you as well. Please see the email below.

Thanks – enjoy your day!

Marney

Marney M. Kast

Hillsdale County Clerk
Courthouse, 29 N. Howell St.
Hillsdale, MI 49242
Voice: 517-437-3391
Fax: 517-437-3392
Email: mkast@co.hillsdale.mi.us

From: d.sanford@co.hillsdale.mi.us <d.sanford@co.hillsdale.mi.us>
Sent: Wednesday, September 15, 2021 10:56 AM
To: 'Marney Kast' <mkast@co.hillsdale.mi.us>
Cc: 'Abe Dane' <a.dane@co.hillsdale.mi.us>
Subject: Hillsdale County Hazard Mitigation Plan update

Good morning,

Could you please send this message to the Township, City and Village Clerk's that you have email addresses for? Thank you very much.

The Hillsdale County Hazard Mitigation plan is a document required by State and Federal officials that enables local municipalities to apply for various Hazard Mitigation Grants that are occasionally available, mostly from Federal sources. Periodically the plan needs to be updated and shared with local units of government to make it available for them to review.

The link below takes you to the draft of the updated plan. We would encourage your review and comments to: hcem@co.hillsdale.mi.us Even if your local unit of government has no comments, we would appreciate an email sent to this address saying you have no comment.

Here is the link:

<https://www.co.hillsdale.mi.us/images/emergency/Hillsdale%20Co.%20Hazard%20Mitigation%20update%208-27-2021%20draft%20wopt.pdf>

Thank you,

H. Douglas Sanford, Director
Hillsdale County Central Dispatch / Hillsdale County Emergency Management
204 Development Drive
Hillsdale, Michigan 49242
Em Mgt 517.437.7384



CONFIDENTIALITY NOTICE: This communication may contain confidential and privileged information for the use of the designated recipient(s) named above. If you are not the designated recipient, or an employee, or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, disclosure, dissemination, distribution, or copying of it or its contents is prohibited. If you receive this communication in error, please notify the sender immediately via electronic mail and destroy all copies of this communication and any documents attached. Hillsdale County screens all outgoing email and attachment(s) for viruses; however, Hillsdale County cannot accept liability for any damage caused by any virus transmitted by this email. The recipient should check this email and any attachment(s) for the presence of viruses. Thank you for your assistance.

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City of Hillsdale Agenda Item Summary

MEETING DATE: September 20, 2021

AGENDA ITEM #: Public Hearing

SUBJECT: Application for Industrial Facilities Tax Exemption Certificate– 190 Uran Street – DuPont/DDP Specialty Electronic Materials US, Inc.

BACKGROUND PROVIDED BY STAFF (Kelly LoPresto, Economic Development Coordinator, with the assistance of Kimberly Thomas, Assessor)

DuPont has submitted an application for an [Industrial Facilities Tax Exemption Certificate](#) for an expansion project, started May 24, 2021 with a projected end date of November 19, 2021. The total estimated cost of the building and real property improvements reported by the applicant is \$1,017,786.

RECOMMENDATION:

The Economic Development Corporation reviewed the application at their meeting held August 19, 2021 and recommends that Council approve the resolution as presented for 12 years.

Leslie S. Fisher
Tax Consultant
PO Box 2899
Wilmington, DE 19805



DuPont Finance

July 20, 2021

Ms. Katy Price, City Clerk
City Hall
97 N. Broad St.
Hillsdale, MI 49242

RECEIVED

AUG 11 2021

**CITY OF HILLSDALE
CITY CLERK'S OFFICE**

**RE: Application for Industrial Facilities Tax Exemption Certificate
DDP Specialty Electronic Materials US, Inc.
190 Uran Street, City of Hillsdale, County of Hillsdale**

Dear Ms. Price:

Please see the enclosed items below for the Application for Industrial Facilities Tax Exemption Certificate for DDP Specialty Electronic Materials US, Inc.

1. Application for Industrial Facilities Tax Exemption Certificate (Form 1012)
2. List of improvements and associated costs
3. Legal Description
4. Notarized statement from O'Harrow Construction Co. indicating commencement

Please email me at leslie.s.fisher@dupont.com, should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leslie S. Fisher".

Leslie S. Fisher
Tax Consultant

RECEIVED

AUG 11 2021

CITY OF HILLSDALE
CITY CLERK'S OFFICE

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) DDP Specialty Electronic Materials US, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2891	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 190 Uran Street Hillsdale, MI 49242		1d. City/Township/Village (indicate which) City of Hillsdale	1e. County Hillsdale
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Hillsdale	3b. School Code 30020
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

DuPont is expanding our Aftermarket Elastic Adhesive manufacturing process. As part of this undertaking, building 186 will expand by approximately 10,537 square feet. The additional building area will be used as a warehouse for finished good storage as well as a Logistics area for staging and shipping.

6a. Cost of land and building improvements (excluding cost of land).....	▶ \$1,017,786
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures.....	▶ _____
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs.....	▶ 1,017,786
* Round Costs to Nearest Dollar	
Total of Real & Personal Costs	

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements:	▶ <u>05/24/2021</u>	▶ <u>11/19/2021</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements:	▶ _____	▶ _____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 77	10. No. of new jobs at this facility expected to create within 2 years of completion. 12
--	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____

b. TV of Personal Property (excluding inventory) _____

c. Total TV _____

12a. Check the type of District the facility is located in:

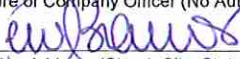
Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 01/13/1975	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Leslie Fisher	13b. Telephone Number (302) 999-2819	13c. Fax Number	13d. E-mail Address leslie.s.fisher@dupont.com
14a. Name of Contact Person Leslie Fisher	14b. Telephone Number (302) 999-2819	14c. Fax Number	14d. E-mail Address leslie.s.fisher@dupont.com
▶ 15a. Name of Company Officer (No Authorized Agents) Paula B. Novais			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 7/28/2021
▶ 15e. Mailing Address (Street, City, State, ZIP Code) P.O. Box 2899 Wilmington, DE 19805		15f. Telephone Number (302) 999-4441	15g. E-mail Address paula.b.novais@dupont.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

DDP Specialty Electronic Materials US, Inc.
List of Improvements and Associated Costs

Elastic Adhesive Expansion		Cost
Building	\$	739,350.00
Fire Protection	\$	101,726.00
Utility Room Expansion	\$	102,450.00
Overhead Door Opening	\$	16,500.00
Pallet Storage and Canopy	\$	42,400.00
Demolition	\$	12,950.00
Concrete Pad	\$	2,410.00
Grand Total	\$	1,017,786.00

Legal Description

Property ID 30-006-222-152-12

LOT 1 EXC 100 FT N&S BY 100 FT E&W IN SE COR THEREOF ALSO LOTS 2-4 ALSO PRT LOTS 5 AND 7 COM NW COR LOT 7 TH E 260 FT ALG N LN SD LOT TH S 724.73 FT TH W 260 FT TH N 724.73 FT TO POB ALSO LOT 8 20.3A+/- HILLSDALE INDUSTRIAL PARK #1 SEC 22 T6S R3W SECOND WARD SPLIT/COMBINED ON 02/04/2019 FROM 006-222-152-01, 006-222-152-02, 006-222-152-08, 006-222-152-09, 006-222-152-11; INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE #2018-159 REAL NEW FACILITY BEG DEC 31, 2018 END DEC 30, 2032 PARCEL 006-918-159-00 AS OF 12/31/2018 - WARD 2



Commercial & Industrial Contractors

office: (517) 764-4770

fax: (517) 764-5564

Dupont

Leslie Fisher

July 2, 2021

Tax Consultant

Property Tax

RE:186 South Expansion 190 Uran St. Hillsdale, MI 49242-1087

Dear Leslie,

Phase 1: Start date week May 24 2021

Scope of work completed to date:

- Removal of tree's and topsoil
- Excavation for dumpster/pallet pads
- 4500 square ft on limestone concrete installed
- Saw cutting and concrete sealing
- PEMB Anchor Bolt and Permit Drawings provided 6/18/21

O'Harrow Construction Co.

Tom Garrett

Project Manager

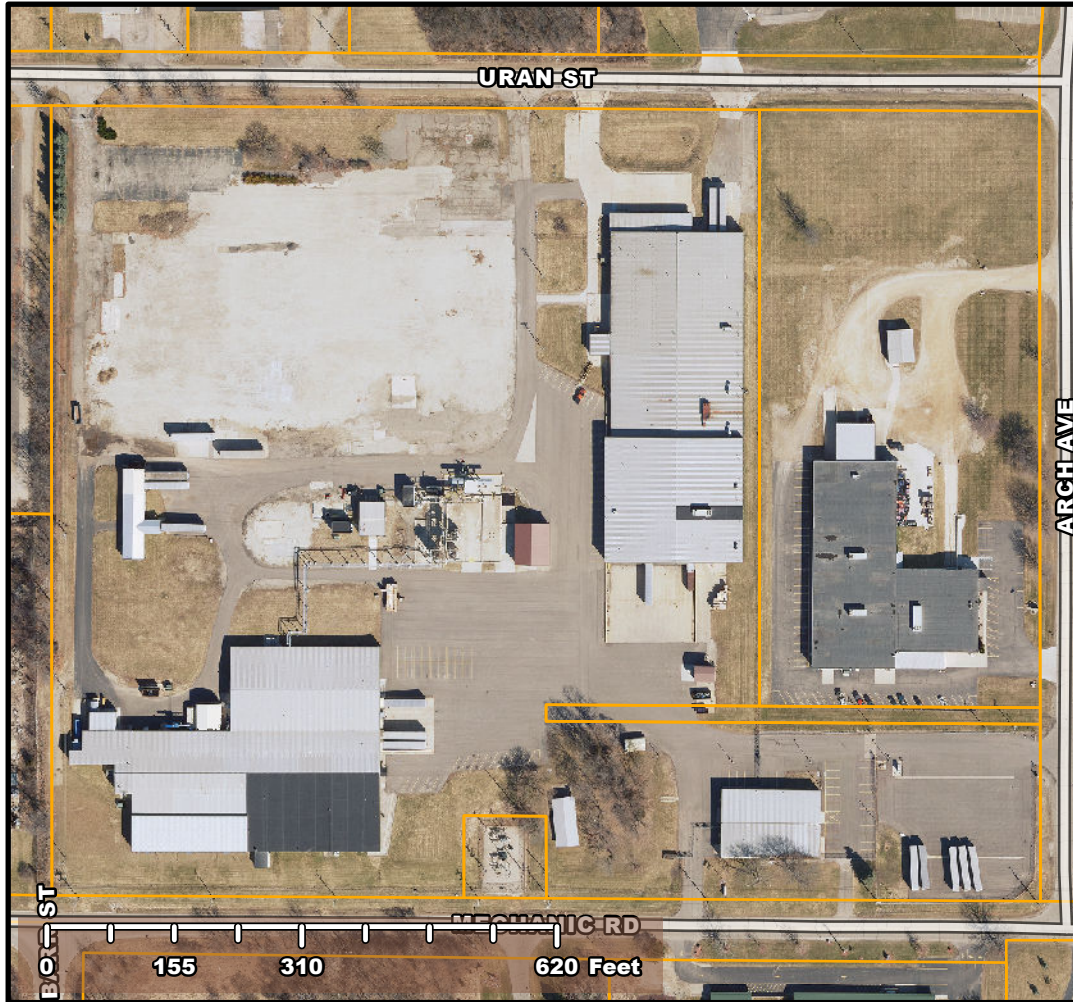
RANDI N. BELLOS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF JACKSON
My Commission Expires April 28, 2022
Acting in the County of Jackson



General Property Information

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

Report and Property Data compiled as of July 23, 2021



Parcel ID: 30 006-222-152-12
Property Address: 190 URAN ST
City/Twp/Village: CITY OF HILLSDALE

Assessor Acreage: 20.30
Property Class: 301
School District: HILLSDALE COMM PUBLIC SCHS

Tax Description

LOT 1 EXC 100 FT NandS BY 100 FT EandW IN SE COR THEREOF ALSO LOTS 2-4 ALSO PRT LOTS 5 AND 7 COM NW COR LOT 7 TH E 260 FT ALG N LN SD LOT TH S 724.73 FT TH W 260 FT TH N 724.73 FT TO POB ALSO LOT 8 20.3A+/- HILLSDALE INDUSTRIAL PARK NO. 1 SEC 22 T6S R3W SECOND WARD INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE NO. 2018-159 REAL NEW FACILITY BEG DEC 31, 2018 END DEC 30, 2032 PARCEL 006-918-159-00 COMBINED ON 02/04/2019 FROM 006-222-152-01, 006-222-152-02, 006-222-152-08, 006-222-152-09, 006-222-152-11;

Tax Information

PRE/Qual Ag %: 0	2021 SEV: 979,900	2020 SEV: 1,028,900
Land Value: 125,000	2021 Taxable Value: 971,259	2020 Taxable Value: 957,850
Land Imp Value: 62,743	Liber/Page(1-2-3): 629/463 - 624/191 - 620/857	
Building Value: 1,772,104	ECF Table: IND.INDUSTRIAL	
True Cash Value: 1,959,847	Land Table: INDUSTRIAL LAND	

	Summer Taxes 2021	Winter Taxes 2020	Village Taxes 2021
Base Tax:	\$ 42,752.92	\$ 15,200.06	0
Special Asmt:	0	0	0
Admin Fee:	\$ 427.53	\$ 152.00	0
Total Tax:	\$ 43,180.45	\$ 15,352.06	0
Amount Paid:	0	\$ 15,352.06	0
Interest:	0	0	0
Paid Date:	*	02/16/2021	*
Balance Due:	\$ 43,180.45	0	0

Total Delinquent Tax: \$0.00

* Tax Payment data is provided by some, but not all local Treasurers and is current with data provided as of Report Date above
 * Please contact the appropriate City/Village/Township Treasurer for up to date information.
 * For payoff amounts or a breakdown of delinquent taxes contact the County Treasurer's office at (517) 437-4700

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees", "payments in lieu of taxes", "donations" or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.

CITY OF HILLSDALE

Signed: _____

Print Name: Adam Stockford

Title: Mayor

Dated: September 20, 2021

APPLICANT:

Signed: _____

Print Name: _____

Company: _____

Title: _____

Dated: _____

Applicant:	DDP Special Electronic Materials US Inc				
Date Received:	August 11, 2021				
Property Address:	190 Uran Street				
Real Property Investment:	\$				1,017,786
Personal Property Investment:	\$				-
Real Property Classification:	Industrial				
	Real & Personal City Taxes Foregone	Cumulative City Taxes Foregone	Real & Personal Taxes Foregone - All Entities	Cumulative Taxes Foregone - All Entities	Application Fee
1 Year	\$ 5,235.33	\$ 5,235.33	\$ 13,693.09	\$ 13,693.09	\$ 273.86
2 Year	\$ 5,441.57	\$ 10,676.90	\$ 14,232.52	\$ 27,925.61	\$ 300.00
3 Year	\$ 5,386.04	\$ 16,062.95	\$ 14,087.29	\$ 42,012.90	\$ 300.00
4 Year	\$ 5,330.52	\$ 21,393.46	\$ 13,942.06	\$ 55,954.96	\$ 300.00
5 Year	\$ 5,274.99	\$ 26,668.46	\$ 13,796.83	\$ 69,751.79	\$ 300.00
6 Year	\$ 5,219.47	\$ 31,887.92	\$ 13,651.60	\$ 83,403.39	\$ 300.00
7 Year	\$ 5,163.94	\$ 37,051.86	\$ 13,506.37	\$ 96,909.76	\$ 300.00
8 Year	\$ 5,108.41	\$ 42,160.27	\$ 13,361.14	\$ 110,270.90	\$ 300.00
9 Year	\$ 5,052.89	\$ 47,213.16	\$ 13,215.91	\$ 123,486.81	\$ 300.00
10 Year	\$ 4,997.36	\$ 52,210.52	\$ 13,070.68	\$ 136,557.49	\$ 300.00
11 Year	\$ 4,941.83	\$ 57,152.36	\$ 12,925.45	\$ 149,482.94	\$ 300.00
12 Year	\$ 4,886.31	\$ 62,038.66	\$ 12,780.22	\$ 162,263.16	\$ 300.00
Maximum Tax Impact (12 Year Abatement)	\$ 62,038.66		\$ 162,263.16		

Other Property At This Location

Ad Valorem Parcels at this Location:	State Equalized Value	Taxable Value	Comments
006-222-152-12 (Essex Specialty Products)	979,900	971,259	
006-900-064-00 (Essex Specialty Products)	27,600	27,600	\$6,560,979 EMPP
006-900-064-01 (DDP Special Electronic)	-	-	\$10,754,381 EMPP
006-900-329-00 (HYG Financial Services)	21,600	21,600	Leased Equipment
006-900-451-00 (Citizens Bank National Assoc)	194,000	194,000	Leased Equipment
Total:	1,223,100	1,214,459	
Previously Granted Certificates & Other Special Act Parcels at this Location:			
006-918-159-00 (Dow/Dupont)	307,500	307,500	IFT 2018-159 Real
Total:	307,500	307,500	
Total Value of Properties at this Location:	1,530,600	1,521,959	
Is Property in TIFA?	No		

Applicant: DDP Special Electronic Mat
Date Received: August 11, 2021
Property Address: 190 Uran Street
Cost of Investment: \$ 1,017,786.00
Real Property Classification: Industrial

Tax	Year 1		2022		Standard Depreciation*	Taxable Value	Taxes Foregone
	Without IFT		With IFT				
	Millage Rate*	Tax Amount	Millage Rate*	Tax Amount			
Summer					0.99	503,804	
City General Operating	12.3367	\$ 6,215.28	6.16835	\$ 3,107.64		\$ 3,107.64	
City Streets Maintenance	2.4674	\$ 1,243.09	1.23370	\$ 621.54		\$ 621.54	
City Public Safety Equipment	0.9922	\$ 499.87	0.49610	\$ 249.94		\$ 249.94	
City 2021 Street/Leaf Collection	4.0000	\$ 2,015.22	2.00000	\$ 1,007.61		\$ 1,007.61	
Library	0.9869	\$ 497.20	0.49345	\$ 248.60		\$ 248.60	
County Operating	4.8879	\$ 2,462.54	2.44395	\$ 1,231.27		\$ 1,231.27	
Stated Education Tax	6.0000	\$ 3,022.82	6.00000	\$ 3,022.82		\$ -	
School Operating	8.8789	\$ 4,473.23	4.43945	\$ 2,236.61		\$ 2,236.61	
School Building/Site	1.1119	\$ 560.18	0.55595	\$ 280.09		\$ 280.09	
ISD General	0.1321	\$ 66.55	0.06605	\$ 33.28		\$ 33.28	
ISD Special Ed	1.4828	\$ 747.04	0.74140	\$ 373.52		\$ 373.52	
ISD Vocational Ed	0.7413	\$ 373.47	0.37065	\$ 186.73		\$ 186.73	
Administration Fee	1%	\$ 221.76	1%	\$ 126.00		\$ 95.77	
Total Summer	44.0181	\$ 22,398.26	25.00905	\$ 12,725.66		\$ 9,672.61	
Winter							
County Medical Care Facility	0.5921	\$ 298.30	0.29605	\$ 149.15		\$ 149.15	
County Medical Care Facility 2006	0.4000	\$ 201.52	0.20000	\$ 100.76		\$ 100.76	
County Ambulance	0.8388	\$ 422.59	0.41940	\$ 211.30		\$ 211.30	
County Ambulance 2	0.1480	\$ 74.56	0.07400	\$ 37.28		\$ 37.28	
County Senior Services	0.4899	\$ 246.81	0.24495	\$ 123.41		\$ 123.41	
County Senior Services 2008	0.4931	\$ 248.43	0.24655	\$ 124.21		\$ 124.21	
County Mental Health	0.4934	\$ 248.58	0.24670	\$ 124.29		\$ 124.29	
School Operating	8.8789	\$ 4,473.23	4.43945	\$ 2,236.61		\$ 2,236.61	
School Building/Site	1.1119	\$ 560.18	0.55595	\$ 280.09		\$ 280.09	
ISD General	0.1322	\$ 66.60	0.06610	\$ 33.30		\$ 33.30	
ISD Special Ed	1.4828	\$ 747.04	0.74140	\$ 373.52		\$ 373.52	
ISD Vocational Ed	0.7414	\$ 373.52	0.37070	\$ 186.76		\$ 186.76	
Administration Fee	1%	\$ 79.61	1%	\$ 39.81		\$ 39.81	
Total Winter	15.8025	\$ 8,040.98	7.90125	\$ 4,020.49		\$ 4,020.49	
GRAND TOTALS	59.8206	\$ 30,439.24	32.91030	\$ 16,746.15		\$ 13,693.09	

Year	Standard Depreciation*	Taxable Value	City Taxes Foregone Annually	Cumulative City Taxes Foregone	Total Taxes Foregone Annually	Cumulative Total Taxes Foregone
2	0.98	523,651	\$ 5,441.57	\$ 10,676.90	\$ 14,232.52	\$ 27,925.61
3	0.97	518,308	\$ 5,386.04	\$ 16,062.95	\$ 14,087.29	\$ 42,012.90
4	0.96	512,964	\$ 5,330.52	\$ 21,393.46	\$ 13,942.06	\$ 55,954.96
5	0.95	507,621	\$ 5,274.99	\$ 26,668.46	\$ 13,796.83	\$ 69,751.79
6	0.94	502,277	\$ 5,219.47	\$ 31,887.92	\$ 13,651.60	\$ 83,403.39
7	0.93	496,934	\$ 5,163.94	\$ 37,051.86	\$ 13,506.37	\$ 96,909.76
8	0.92	491,591	\$ 5,108.41	\$ 42,160.27	\$ 13,361.14	\$ 110,270.90
9	0.91	486,247	\$ 5,052.89	\$ 47,213.16	\$ 13,215.91	\$ 123,486.81
10	0.90	480,904	\$ 4,997.36	\$ 52,210.52	\$ 13,070.68	\$ 136,557.49
11	0.89	475,561	\$ 4,941.83	\$ 57,152.36	\$ 12,925.45	\$ 149,482.94
12	0.88	470,217	\$ 4,886.31	\$ 62,038.66	\$ 12,780.22	\$ 162,263.16

Maximum Tax Dollar Impact if approved for 12-year abatement:	\$ 59,910.97	\$ 162,263.16
	City Operating	Total All Entities

*Rates based on most recent information available

**Real Property Depreciation based on 1% per year - for industrial real improvements actually ranges from 1% to 4% per year depending on type of construction and use.

RESOLUTION NO. 574

RE: CALLING FOR THE ESTABLISHMENT OF AN INDUSTRIAL DEVELOPMENT DISTRICT
IN THE CERTIFIED HILLSDALE INDUSTRIAL PARK

WHEREAS, pursuant to Act 198, Public Act of 1974, this Council has the authority to establish industrial development districts within the boundaries of the City of Hillsdale, and

WHEREAS, a proposal was made regarding the establishment of an industrial development district within the boundaries of the certified Hillsdale Industrial Park, and


WHEREAS, written notice has been given by certified mail to each land owner located within the proposed industrial development district of the Council's pending action on this resolution and of their right to a hearing on the establishment of the proposed industrial development district, and

WHEREAS, on January 13, 1975, a Public Hearing was held concerning the establishment of an industrial development district within the boundaries of the certified Hillsdale Industrial Park at which time property owners and manufacturers located within the proposed district and other residents and taxpayers of the City of Hillsdale had an opportunity to be heard; therefore,

BE IT RESOLVED, that this Council, pursuant to Act 198, Public Act of 1974, establish an industrial development district within the following area of the City of Hillsdale:

Hillsdale Industrial Park Plat except Lot 11 thereof, City of Hillsdale. Also a parcel of land described as commencing 665.4' East and 1331.5' North of West $\frac{1}{4}$ post of Section 22, T6S R3W, thence East 537.7'; thence South 132'; thence West 537.7'; thence North 132' to the point of beginning being contiguous thereto. Also a parcel of land described as the East one-half of northeast $\frac{1}{4}$ of Section 21 T6S R3W (also known as the Industrial Park Plat No. 2).

Passed in open Council meeting this 13th day of January, 1975.


Herbert H. Hine, Mayor

ATTEST:


Ruth K. Ladd, Deputy City Clerk

**CITY OF HILLSDALE, MICHIGAN
RESOLUTION NO. _____**

**RESOLUTION APPROVING APPLICATION OF DUPONT/DDP
SPECIALTY ELECTRONIC MATERIALS US, INC. FOR
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR A
NEW FACILITY**

Minutes of a regular meeting of the City Council of City of Hillsdale, held on September 20, 2021, at City Hall Council Chambers, 97 North Broad Street, in Hillsdale, Michigan, at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____
and supported by _____.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 20, 2021, this Council by resolution established Industrial Development District No. 1; and

WHEREAS, DuPont/DDP Specialty Electronic Materials US, Inc has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the Industrial Development District No. 1; and

WHEREAS, before acting on said application, the City of Hillsdale held a hearing on September 20, 2021, at the City Hall Council Chambers, 97 North Broad Street, in Hillsdale, Michigan, at 7:00 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before August 11, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in City of Hillsdale; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Hillsdale, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of City of Hillsdale that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of City of Hillsdale, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in City of Hillsdale.

2. The application from DuPont/DDP Specialty Electronic Materials US, Inc. for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District No. 1, to wit:

LOT 1 EXC 100 FT N&S BY 100 FT E&W IN SE COR THEREOF ALSO LOTS 2-4 ALSO PRT LOTS 5 AND 7 COM NW COR LOT 7 TH E 260 FT ALG N LN SD LOT TH S 724.73 FT TH W 260 FT TH N 724.73 FT TO POB ALSO LOT 8 20.3A+/- HILLSDALE INDUSTRIAL PARK #1 SEC 22 T6S R3W SECOND WARD SPLIT/COMBINED ON 02/04/2019 FROM 006-222-152-01, 006-222-152-02, 006-222-

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Hillsdale, County of Hillsdale, Michigan, at a regular meeting held on September 20, 2021.

Adam Stockford, Mayor

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: Old Business

SUBJECT: Demolition of 65 & 69 Westwood St.

BACKGROUND: (Alan Beeker, Zoning Administrator)

An environmental survey was performed on both properties in July 2021. Upon receipt of the inspection results, a demolition packet was sent out to seven excavation contractors. On September 7, 2021, City Staff received two bids for the demolition, bid tabulation sheet is included.

Parrish Excavating and Dubois Trucking were the only contractors to submit a bid. Dubois Trucking submitted the low bid for \$49,600. However, they included two conditions in their bid that might disqualify their submittal. The first, they are requesting a 25% payment before starting work and second, they removed the liquidated damages section of the City's payment conditions.

Parrish's bid came in at \$53,438.12. The City has budgeted \$50,000 under demolition.

RECOMMENDATION:

City Council discuss the bids and consider how to move forward on demolition of 65 & 69 Westwood Street.



Planning/Zoning Department
97 N. Broad St. – Hillsdale, MI 49242
Telephone: (517) 437-6455
Facsimile: (517) 437-6448

PROPOSAL

TO: City Manager
C/o Zoning Administrator
97 N. Broad Street
Hillsdale, Michigan 49242

Date: 9/7/2021

In compliance with your invitation for bids dated 8/23/2021
to perform CITY OF HILLSDALE BLIGHT ELIMINATION PROGRAM
in the City of Hillsdale, the undersigned, a(n)

- 1. Individual, resident of _____
doing business as _____
at _____
- 2. Partnership, consisting of _____
and _____
under the firm name of _____
- 3. Corporation by the name of PARISH EXCAVATING, INC.
organized and existing under the laws of the State of MICHIGAN
with offices at 65 COLE STREET, QUINCY, MI 49082

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Hillsdale, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# (if applicable) 383093339

(Corporate Seal, if applicable) Name of Bidder: PARISH EXCAVATING, INC.

Signed By: [Signature]

Its: PRESIDENT



MINIMUM QUALIFICATIONS OF BIDDERS

In order to qualify as a qualified firm, a Bidder shall have the capability in all respects to perform any possible future contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

Please submit all required documents in the attached sections:

- A. Certificates of insurance listing the limits of liability and endorsements naming the City of Hillsdale as an additional insured;
- B. Three (3) References;
- C. Bid Bond and Performance Bond;
- D. State and local licenses and permits for all workers, subcontractors and employees of subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2021

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

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

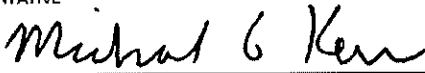
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED PARRISH EXCAVATING, INC. 65 COLE ST QUINCY, MI 49082-1031		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
170-614-2		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 0 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6090318	01/01/2021	01/01/2022	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6090318	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	6090319	01/01/2021	01/01/2022	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6090320	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EA EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: PARISH EXCAVATING, INC.
2. Established: Year 1994 Number of Employees _____
3. Type of organization: Individual _____ Partnership _____ Corporation Other _____
4. Former name(s) if any, and year(s) in business
N/A

5. Include at least 3 references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

- 5.1 Company Name: FOULKE CONSTRUCTION
Address: 149 LEWIS ST., HILLSDALE, MI 49242
Phone: 517-437-3540
Contact: MATT TAYLOR
Type of Work: DEMO, SITE DEVELOPMENT & UTILITIES @ 37 NORTH STREET, HILLSDALE
Budget: \$ 50,000.00
- 5.2 ^{MUNICIPALITY} Company Name: CITY OF COLDWATER BLIGHT ELIMINATION
Address: 1 GRAND STREET, COLDWATER, MI 49036
Phone: 517-279-9501
Contact: KEN FICKLE
Type of Work: STRUCTURE DEMO & REMEDIATION
Budget: 50,000.00
- 5.3 ^{ORGANIZATION} Company Name: HILLSDALE COLLEGE
Address: 33 COLLEGE STREET, HILLSDALE, MI 49242
Phone: 517-607-5406
Contact: DAVE BILLINGTON
Type of Work: STRUCTURE DEMO & REMEDIATION'S
Budget: 40,000.00

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed [Signature]
Title PRESIDENT

Name BRAD PARISH
Date 9/7/2021



Planning/Zoning Department
97 N. Broad St. – Hillsdale, MI 49242
Telephone: (517) 437-6455
Facsimile: (517) 437-6448

DEMOLITION BID SHEET

DATE: 9/7/2024

PROPOSAL FOR: Sealed proposals for the City of Hillsdale Blight Elimination Program

TO: City Manager
City of Hillsdale, Michigan

Ladies and Gentlemen:

The Undersigned has examined the specifications, and the locations of the above described work, and is fully informed as to the conditions relating to its performance, and understands the specifications are accurate to the best belief and knowledge of the City, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
<u>N/A</u>	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.


The City reserves the right to award properties individually, as any combination of properties, or as an entire package to the lowest Bidder or Bidders in order to provide the lowest cost for the City.

		GREENING COSTS								
NO	ADDRESS LOCATION	BUILDING TYPE	DIRT	GRADE	SEED	CONCRETE WORK	DEMOLITION COST	ASBESTOS ABATEMENT COST	TOTAL DEMOLITION COST	
65	Westwood	RESIDENTIAL	3,000. ⁰⁰	500. ⁰⁰	1,000. ⁰⁰	850. ⁰⁰	21,494. ²⁹	3,000. ⁰⁰	29,844. ²⁹	
69	Westwood	RESIDENTIAL	2,000. ⁰⁰	500. ⁰⁰	1,000. ⁰⁰	850. ⁰⁰	17,743. ⁸³	1,500. ⁰⁰	23,593. ⁸³	
TOTAL OF ALL LINE ITEM PRICES ABOVE			\$ 53,438.12							
TOTAL BID WRITTEN OUT:			\$ FIFTY THREE THOUSAND, FOUR HUNDRED THIRTY EIGHT DOLLARS AND 12/100							
ALTERNATE BID: Discounted Total if awarded all line items above.			\$ 275. ⁰⁰							

Bidders Name:	PARRISH EXCAVATING, INC.
Address:	65 COLE STREET, QUINCY, MI 49082
City, State, Zip:	Quincy, MI 49082
Telephone:	517-639-4656
Fax:	517-639-3361
Email Address:	mark.diamond@parrish-excavating.com
Federal ID Number:	383093339
Bid Signed By:	Print or Type BRAD PARRISH

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.

2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By:  Its: PRESIDENT

Bid Bond

 **Document A310™ – 2010**

CONTRACTOR:

(Name, legal status and address)

PARRISH EXCAVATING, INC.
65 Cole St.
Quincy, MI 49082

Bid Bond No. FED02512

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hillsdale
97 N Broad St
Hillsdale, MI 49242

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

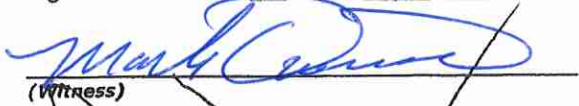
City of Hillsdale Blight Elimination Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of August, 2021




(Witness)



(Witness) **Melli J. Hansen**

PARRISH EXCAVATING, INC.
(Principal)

(Seal)



(Surety)

(Seal)

(Title) **Connie Smith, Attorney-in-Fact**

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU Its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

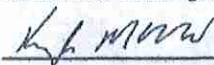
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

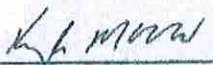
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

21 day of July, 2020





Kyle P. McDonald, Assistant Secretary



DuBOIS TRUCKING & EXCAVATING

3350 BECK ROAD, HILLSDALE, MI 49242 (517) 439-9740 FAX (517) 439-1648



September 7, 2021

City of Hillsdale
Attn: Alan Beeker
97 N. Broad St.
Hillsdale, MI 49242

RE: Demolish Existing Residential Structures at 65 & 69 Westwood St. REVISED

DuBois Trucking and Excavating is pleased to present this proposal, in response to a request for pricing to demolish two existing residential structures and one rear building located at 65 & 69 Westwood St., Hillsdale, MI. It is recommended this entire proposal be reviewed and understood, in its entirety, before acceptance.

This proposal is based on a request from Alan Beeker, a site visit and was determined to contain the following:

- Contact Miss Dig and have the area located 72 hours prior to any work commencing;
- Purchase and obtain the Hillsdale County Demolition Permits;
- Install safety fence as required by the City of Hillsdale Demolition packet;
- Complete asbestos abatement, completed by Mid-Michigan Management;
- After abatement is completed, demolish both houses and out building and load the materials into dumpsters;
- Have dumpsters hauled to a legal landfill for proper disposal as required by the City of Hillsdale Demolition packet;
- Remove trees that are directly adjacent to the houses being demolished;
- Excavate and remove the foundations and haul away;
- Cap the sanitary sewer laterals and the waterline laterals and mark for possible future use;
- Haul in, place, grade, and compact up to a maximum of 200 cubic yards of Class 2 compactable fill;
- Haul in, place, and grade up to a maximum of 100 cubic yards of topsoil;
- Apply grass seed and mulch to areas disturbed by demolition only;
- Remove and replace any broken sidewalk due to demolition, within property boundaries;
- Restore terrace;
- Remove curb drive approach and replace with a MDOT F4 Style curb.

We propose to complete the above scope of work for the lump sum price of forty nine thousand six hundred dollars (\$ 49,600.00). Only what is listed above, has been considered in pricing. Any additions or changes to the scope of work, after project has begun, will be treated as a change order and billed at a time and materials schedule in addition to this proposal. This pricing assumes the project will take place before any winter type weather begins. This price is good for both houses as a complete project only.



DuBOIS TRUCKING & EXCAVATING

3350 BECK ROAD, HILLSDALE, MI 49242 (517) 439-9740 FAX (517) 439-1648



RE: Demolish Existing Residential Structures at 65 & 69 Westwood St. REVISED

NOTE: If additional trees are requested to be removed, those will be billed at a time and materials cost in addition to this proposal. Liquidated Damages shall not be assessed due to unforeseen circumstances, situations, or events which are outside of our control. Gas lines will definitely need to be abandoned before any work will begin. Historically, Michigan Gas Utilities have a very extensive reputation to not complete any abandonment in a timely fashion. There shall be photos taken prior to any demolition taking place. The bullet points on page 1 of this proposal only highlight just a few of the specifications found in the "C.) SCOPE OF SERVICES" beginning on page 28. It is assumed any competing bidders shall abide by the same packet.

Payment Schedule As Follows: 25% down before any work begins with the remaining balance being due net 14 calendar days after completion. If payment is not received as scheduled, there is a \$100 (late fee) charge and 2% interest rate charge on all bills that are 30 days past due. As a courtesy to our customers we do accept most major credit cards; however there is a 4% surcharge on the total being charged, with every transaction.

This proposal is valid until September 27, 2021. If accepted, prices are guaranteed until October 10, 2021. After that prices are subject to change to reflect current market pricing.

Thank you,

Brian J. DuBois

By signing below, you accept the terms of this proposal, in its entirety. Please return a signed copy of this agreement to our office.

Acceptance: _____

Print Name: _____

Date: ____ / ____ / ____

PROPOSAL

TO: City Manager
C/o Zoning Administrator
97 N. Broad Street
Hillsdale, Michigan 49242

Date: September 7, 2021

In compliance with your invitation for bids dated September 7, 2021
to perform demolition of the residential structures located at 65 & 69 Westwood St
in the City of Hillsdale, the undersigned, a(n)

1. Individual, resident of _____
doing business as _____
at _____
2. Partnership, consisting of _____
and _____
under the firm name of _____
3. Corporation by the name of Big Red Team, LLC d/b/a DuBois Trucking & Excavating
organized and existing under the laws of the State of Michigan
with offices at 3350 Beck Rd, Hillsdale, MI 49242

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Hillsdale, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# (if applicable) 47-5293276

(Corporate Seal, if applicable) Name of Bidder: Big Red Team, LLC d/b/a DuBois Trucking & Excavating

Signed By: Brian J. DuBois

Its: President & owner.

MINIMUM QUALIFICATIONS OF BIDDERS

In order to qualify as a qualified firm, a Bidder shall have the capability in all respects to perform any possible future contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

Please submit all required documents in the attached sections:

- A. Certificates of insurance listing the limits of liability and endorsements naming the City of Hillsdale as an additional insured;
- B. Three (3) References;
- C. Bid Bond and Performance Bond;
- D. State and local licenses and permits for all workers, subcontractors and employees of subcontractors.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: Big Red Team LLC
2. Established: Year 1967 Number of Employees 4
3. Type of organization: Individual Partnership Corporation Other
4. Former name(s) if any, and year(s) in business

N/A

5. Include at least 3 references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Hillsdale College
 Address: 33 E. college st. Hillsdale MI 49242
 Phone: (517) 437-7341
 Contact: Dave Billington.
 Type of Work: Site prep, underground utility placement, House Demolition
 Budget: \$ 300,000.00

5.2 Company Name: City of Hillsdale
 Address: 97 N. Broad st. Hillsdale, MI 49242
 Phone: (517) 437-6441
 Contact: Jack Hammel, David Mackie
 Type of Work: Underground utility placement, Road construction
 Budget: \$ 2,500,000.00

5.3 Company Name: Poole Construction LLC
 Address: 7866 Pioneer Rd. Osseo, MI 49266
 Phone: (517) 567-2296
 Contact: Dan Poole
 Type of Work: Site prep, Foundation walls, Underground utilities
 Budget: \$40,000.00

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed Brian J. DuBois
 Title President & owner

Name Brian J. DuBois
 Date September 7, 2021

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2021, by and between the City of Hillsdale, Michigan, a Michigan municipal corporation, herein "the City", and Big Red Team LLC whose address is 3350 Beck Rd Hillsdale, MI herein "the Contractor".
49242

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the herein described Project; and

WHEREAS, the City has advertised for sealed proposals for said Project; and

WHEREAS, the Contractor submitted a proposal for said Project which was accepted by the City as the lowest responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and
- B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the total sum of: \$49,600.00.
- C. Contractor agrees to commence and to complete all work within the time limit as listed in the Instructions to Bidders.
- II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III. This Agreement includes of all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.
- IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.
- V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.
- VI. The provisions of the City of Hillsdale's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.
- VII. To the extent permitted by law, all debris and other construction materials removed from the site shall be the property of the Bidder and shall be entirely within the control of the Bidder. Bidder

agrees to indemnify, defend, and save the City of Hillsdale, its agents, servant, employees, or representatives (hereinafter "the City"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the City for any reason of any act or omission, without limitation or exception, of the City, the Bidder, its agents, employees, subcontractors, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to the debris or construction materials.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF HILLSDALE, MICHIGAN
A Municipal Corporation

Brian J. DuBois

Bidder

Brian J. DuBois

Print or Type Name

Big Red Team, LLC db/a DuBois Trucking & Excavating

Company Name

Katy Price – City Clerk

David Mackie – City Manager

GENERAL CONDITIONS

- I. **DEFINITION OF TERMS USED:** The terms used in the Contract Documents are defined as follows:
- A. "City" shall mean the City of Hillsdale, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.
 - B. "Contract Documents" shall include the following:
 - Invitation to Bid
 - Instructions to Bidders
 - Addendums
 - Payment Bond
 - Insurance Certificate
 - Notice to Proceed
 - Special Provisions
 - Maintenance Bond
 - All other documents attached hereto
 - Bid Bond
 - Notice of Award
 - Performance Bond
 - Agreement
 - Change Orders
 - General Conditions
 - Bid Proposal
 - C. "Bidder" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.
 - D. "Work" shall mean the services to be performed by the Bidder as set forth in these contract documents.
- II. **BIDDER'S OBLIGATIONS:**
- A. **Schedule of Work:** The Bidder shall prior to start of construction, submit to the City for approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time.
 - B. **Drawings and Specifications:** The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Bidder shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the Bidder merely as evidence and the Bidder himself must assume entire responsibility for any conclusions which he may draw from it.
 - C. **Performance and Completion of Work:** Bidder shall provide all labor, materials, tools, and equipment for proper execution of work in accordance with contract documents, and shall complete and deliver work to the City within the specified time. The Bidder shall furnish sufficient forces, construction plant and equipment as may be

This provision is to ensure that trip/fall hazards at sidewalks, approaches and open curb cuts along City streets do not remain for more than five (5) calendar days.

The Bidder shall submit for the City's approval a project schedule for the abatement of hazardous materials, completion of the demolition and all special conditions, and site restorations as required by this Agreement. This schedule shall include allowances for periods of time required for the City's review. Time limits established in the schedule approved by the City shall not be exceeded by the Bidder.

8. **PAYMENT:** Bidder must comply with all conditions of this contract and submit the following documentation prior to payment for each site:
- a. Copy of all manifests for the hazardous material abatement and demolition debris (see attached example). If the hazardous material was removed by use of a consolidated load, Bidder must receive original manifests for all homes in that load, and provide City with copies.
 - b. Completed demolition checklist (see attached example)
 - c. Itemized bill for each property that lists the following items:
 1. **Property Address:** Identifies the property that was demolished.
 2. **Asbestos abatement:** **MUST** indicate asbestos abatement cost in order to be eligible for reimbursement.
 3. **Demolition:** Cost for all other demolition-related work done on the site.
9. **PAYMENT FOR SERVICES:** Payment for completed properties will be made in accordance with City purchasing regulations. Invoices for projects that have been approved by the Assessing Department will be processed on a bi-weekly basis. Invoices received and approved after the Planning/Zoning Department submittal deadline will be paid on the next pay cycle. If the Bidder does not complete the demolition of all properties and the restoration of all sites including all property specific special conditions within the specified time limits, ~~the City may withhold liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the project continues beyond specified time limits.~~ Failure to comply with the provisions of this contract or to perform in violation of local, state or federal regulations may result in non-payment of services. *DuBois Trucking & Excavating will not participate in any liquidated damages.*
10. **OPT OUT CLAUSE:** The City reserves the right to remove any parcel/structure from the list of properties awarded to the bidder prior to demolition of the structure. In that event, bidder will be reimbursed for all abatement expenses (if applicable), plus costs incurred up to a maximum of five hundred (\$500).
11. **WINTER WORK PAYMENT:** The city will pay eighty percent (80%) for the demolition and winter grade. Grade the entire site (pin to pin) to blend smoothly with surrounding properties, public sidewalks, driveways, and curbs. Winter grade shall be executed in a manner that provides a continuous smooth grade free of voids, pockets, and debris including, but not *pins will need to be exposed prior to arrival.*

limited to, rocks, roots, plastic, wood, cement, block, brick, and steel or other construction material. Grade shall be completed so as to eliminate pooling or draining of water onto neighboring properties.

Twenty percent (20%) will be paid on approval of final grade. Final site restoration of the main lot shall consist of three (3) inches of topsoil reasonably free of noxious weeds or other foreign matter such as stones, clay lumps, grass, roots, sticks, and other extraneous matter. Ground cover may include, but is not be limited to, sod or slow growing climate appropriate perennial grass seed covered with straw. Final site restoration of the area between the sidewalk and street may include, but is not limited to, sod or slow growing climate appropriate perennial grass seed covered with biodegradable straw blankets installed and pinned per manufacturer specifications. Bidder must warranty site for a minimum of one (1) year.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties' and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.



Planning/Zoning Department
97 N. Broad St. - Hillsdale, MI 49242
Telephone: (517) 437-6455
Facsimile: (517) 437-6448

DEMOLITION BID SHEET

DATE: September 7, 2021

PROPOSAL FOR: Sealed proposals for the City of Hillsdale Blight Elimination Program

TO: City Manager
City of Hillsdale, Michigan

Ladies and Gentlemen:

The Undersigned has examined the specifications, and the locations of the above described work, and is fully informed as to the conditions relating to its performance, and understands the specifications are accurate to the best belief and knowledge of the City, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

**SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.**

The City reserves the right to award properties individually, as any combination of properties, or as an entire package to the lowest Bidder or Bidders in order to provide the lowest cost for the City.

NO	ADDRESS LOCATION	BUILDING TYPE	GREENING COSTS					TOTAL DEMOLITION COST
			DIRT	GRADE	SEED	CONCRETE WORK	DEMOLITION COST	
65	Westwood							
69	Westwood							
TOTAL OF ALL LINE ITEM PRICES ABOVE								\$
TOTAL BID WRITTEN OUT:								\$
ALTERNATE BID: Discounted Total if awarded all line items above.								\$

SEE ATTACHED PROPOSAL

Bidders Name:	Big Red Team, LLC. d/b/a Dobbs Trucking & Excavating
Address:	3350 Beck Rd.
City, State, Zip:	Hillsdale, MI 49242
Telephone:	(517) 439-9746
Fax:	(517) 439-1448
Email Address:	bigredteamllc@gmail.com
Federal ID Number:	47-5293276
Bid Signed By:	Print or Type Brian J. Dobbs

- I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
- That I am an employee of the firm or company described in and I am authorized to submit said bid.
 By: Brian J. Dobbs Its: President & owner.

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item #: New Business

SUBJECT: Set Public Hearing – Application for Commercial Rehabilitation Exemption Application – 3890 West Carleton Rd – Stillwell Ford/Eric Hoffman Trust #1

BACKGROUND PROVIDED BY STAFF

The clerk's office is in receipt of an "Application for Commercial Rehabilitation Exemption Certificate" for property located at 3890 W Carleton Rd owned by Eric Hoffman Trust #1. The application is for tax abatement on the rehabilitation on one of the former Jonesville Products buildings. The property was originally developed for industrial and light manufacturing. The project has an estimated cost of \$1,133,844 to rehab the building for the body shop, detail, and some storage.

The property in question lies within Commercial Rehabilitation District #1 created in 2009 and amended in 2019. The current value of this property is estimated by the assessor at about \$362,400.

The Economic Development Corporation Business Review Committee met September 16, 2021 reviewed the application and recommends to council for approval.

RECOMMENDATION:

Staff recommends that council do all of the following:

1. Set the date and time for the public hearing mentioned above for October 4, 2021 at 7:00 p.m.;
2. Direct the clerk to notify the applicant, Assessor and representatives of the affected taxing units as required under the act;
3. Following the public hearing, within 60 days of receipt by the clerk (no later than November 20, 2021) - adopt a resolution either approving or disapproving the application (reasons for disapproval must be set forth in writing in the resolution);
4. If approved, direct the clerk to forward the application to the State Tax Commission (STC) before October 31;

RECEIVED

Michigan Department of Treasury
4507 (Rev. 12-20)

SEP 14 2021

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

CITY OF HILLSDALE
CITY CLERK'S OFFICE

LOCAL GOVERNMENT UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions page before completing the form. This application should be filed after the commercial rehabilitation district is established. The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)

Applicant (Company) Name (applicant must be the owner of the facility) Eric Hoffman Trust #1		NAICS or SIC Code	
Facility's Street Address 3980 West Carleton Road	City Hillsdale	State MI	ZIP Code 49242
Name of City, Township or Village (taxing authority) Hillsdale	County Hillsdale	School District Where Facility is Located Hillsdale	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 04/01/2021	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 08/31/2021		
Estimated Cost of Rehabilitation \$1,133,844	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
<input checked="" type="checkbox"/> Increase Commercial Activity	<input checked="" type="checkbox"/> Retain Employment	<input type="checkbox"/> Revitalize Urban Areas	
<input checked="" type="checkbox"/> Create Employment	<input checked="" type="checkbox"/> Prevent Loss of Employment	<input type="checkbox"/> Increase Number of Residents in Facility's Community	
No. of jobs to be created due to facility's rehabilitation 6	No. of jobs to be retained due to facility's rehabilitation 12	No. of construction jobs to be created during rehabilitation 2	

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:

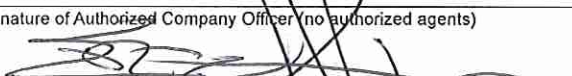
<input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage)	<input checked="" type="checkbox"/> Statement of the economic advantages expected from the exemption
<input checked="" type="checkbox"/> Description of the qualified facility's proposed use	<input checked="" type="checkbox"/> Legal description
<input checked="" type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken	<input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only)
<input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility	<input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)
<input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation	

PART 3: APPLICANT CERTIFICATION

Name of Authorized Company Officer (no authorized agents) Eric Hoffman	Telephone Number (517) 849-2121		
Fax Number (517) 849-9198	E-mail Address EricH@stillwellford.com		
Street Address 3780 W. Carleton Rd.	City Hillsdale	State MI	ZIP Code 49242

I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.

I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.

Signature of Authorized Company Officer (no authorized agents) 	Title President	Date 9/9/21
---	--------------------	----------------

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)

Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Land		
Building(s)		

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll.

By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.

Name of Local Government Body

Name of Assessor (first and last name)	Telephone Number
Fax Number	E-mail Address

I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.

Assessor's Signature	Date
----------------------	------

PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)

Action Taken By LGU (attach a certified copy of the resolution):

Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)

Exemption Denied

Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code
--	--	-------------

PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)

Clerk's Name (first and last)	Telephone Number		
Fax Number	E-mail Address		
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	

I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.

Clerk's Signature	Date
-------------------	------

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
 P.O. Box 30471
 Lansing, MI 48909

Breakdown of Costs:

Demo/ Beam Install	\$61,302
Roof	\$14,970
Paint	\$88,430
Windows	\$33,250
Doors	\$37,900
Drainage	\$8,900
Concrete inside and outside	\$101,000
Electric/ Lights	\$118,708
HVAC	\$110,683
Garage Doors	\$27,750
Steel Stud Framing/ Drop Ceiling	\$24,203
Steel Studs	\$3,370
Air Lines	\$22,315
Insulation in Fire Wall	\$2,235
Signs	\$6,627
Drywall	\$23,206
Air Components	\$9,507
Plumbing	\$29,970
Security System	\$12,000
Security Cameras	\$22,500
Asphalt	\$134,800
Cabinets and Tops	\$2,980
Extras	\$25,000
Total cost	\$921,606

List of fixed building equipment not includes in breakdown of costs:

Air Compressor	\$14,140
Garmat Paint Booth	\$123,248
8,000 lb hoist	\$7,000
Photo Booth EZ360	\$68,850

Total not included in costs **\$212,238**

TOTAL **\$1,133,844**



General Property Information

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

Report and Property Data compiled as of April 23, 2021



Parcel ID: 30 006-016-100-26
 Property Address: 3890 W CARLETON RD
 City/Twp/Village: CITY OF HILLSDALE

Assessor Acreage: 3.40
 Property Class: 301
 School District: HILLSDALE COMM PUBLIC SCHS

Tax Description

COM NW COR SEC 16 TH N90 DEG E 1475.42 FT ALG N SEC LN TH S 266 FT TH N90 DEG E 21.84 FT TH S59 DEG 32 MIN 24 SEC E 167.22 FT TO SWLY R/W LN HWY M-99 TH S39 DEG 47 MIN 17 SEC E 246.49 FT ALG SD R/W LN TH S50 DEG 12 MIN 43 SEC W 408.81 FT TH N0 DEG 24 MIN 08 SEC W 193 FT FOR POB TH S88 DEG 01 MIN 30 SEC W 259.76 FT M/L TO ELY SHORE BULLHEAD LK TH N11 DEG 51 MIN 13 SEC W 395.02 FT ALG SD SHORE TO N LN LOT 1 GAS LIGHT TERRACE TH N89 DEG 35 MIN 57 SEC E 98.5 FT ALG SD N LN TO NE COR SD LOT TH S15 DEG 09 MIN 03 SEC E 28.25 FT ALG ELY LN SD LOT TH N89 DEG 35 MIN 57 SEC E 254.24 FT TH S59 DEG 56 MIN 27 SEC E 167.72 FT TH S49 DEG 48 MIN 40 SEC W 216.56 FT TH S0 DEG 24 MIN 08 SEC E 129.09 FT TO POB A ----- Remainder of Description on File -----

Tax Information

PRE/Qual Ag %: 0	2021 SEV: 181,200	2020 SEV: 257,400
Land Value: 325,000	2021 Taxable Value: 168,612	2020 Taxable Value: 166,285
Land Imp Value: 0	Liber/Page(1-2-3): 1784/1128 - 1671/958 - 1657/204	
Building Value: 37,476	ECF Table: IND.INDUSTRIAL	
True Cash Value: 362,476	Land Table: 99C.M-99 FRONTAGE COMMERCIAL	

	Summer Taxes 2020	Winter Taxes 2020	Village Taxes 2020
Base Tax:	\$ 7,185.31	\$ 2,638.73	0
Special Asmt:	0	0	0
Admin Fee:	\$ 71.85	\$ 26.39	0
Total Tax:	\$ 7,257.16	\$ 2,665.12	0
Amount Paid:	\$ 7,257.16	\$ 2,665.12	0
Interest:	0	0	0
Paid Date:	08/28/2020	01/27/2021	*
Balance Due:	0	0	0

Total Delinquent Tax: \$0.00

* Tax Payment data is provided by some, but not all local Treasurers and is current with data provided as of Report Date above
 * Please contact the appropriate City/Village/Township Treasurer for up to date information.
 * For payoff amounts or a breakdown of delinquent taxes contact the County Treasurer's office at (517) 437-4700

3980 West Carleton Road – CRE Application and Attachments

Year Built – Prior to 1986

1986 a 5,350 sq ft addition was built, 1996 a 8,000s sq ft warehouse was built and 1999 a 8x24 addition was built

Original Use- Industrial – light manufacturing

Most Recent Use – Vacant for several years

Number of stories and square footage – All buildings/sections are one story

Building/section #1 – 30,600 sq ft

Building/section #2 – 8000 sq ft

Building/section #3 8x24 addition in 99 – 192 sq ft

Building/section #4 – 5,350 sq ft

Description of the qualified facility's proposed use:

Body Shop/Detail/Storage

Description of the general nature and extent of the rehabilitation to be undertaken:

- Removed all heat sources and lighting, remove sections of walls
- Installed new gasoline, water and sewer line and air lines
- Installed new lighting, windows, heating A/C
- Painted interior and exterior
- Replaced overhead doors and added four new overhead doors
- Installed new office
- Repaired existing parking lot and expanded lot to reach other lots

Time Schedule for project:

Project began April 1, 2021 and anticipated to be done at the latest October 1, 2021

Statement of the economic advantages expected from the exemption:

Employment opportunities, business increase in the City, improve a vacant building

Legal Description:

COM NW COR SEC 16 TH N90°E 1475.42 FT ALG N SEC LN TH S 266 FT TH N90°E 21.84 FT TH S59°32'24"E 167.22 FT TO SWLY R/W LN HWY M-99 TH S39°47'17"E 246.49 FT ALG SD R/W LN TH S50°12'43"W 408.81 FT TH N0°24'08"W 193 FT FOR POB TH S88°01'30"W 259.76 FT M/L TO ELY SHORE BULLHEAD LK TH N11°51'13"W 395.02 FT ALG SD SHORE TO N LN LOT 1 GAS LIGHT TERRACE TH N89°35'57"E 98.5 FT ALG SD N LN TO NE COR SD LOT TH S15°09'03"E 28.25 FT ALG ELY LN SD LOT TH N89°35'57"E 254.24 FT TH S59°56'27"E 167.72 FT TH S49°48'40"W 216.56 FT TH S0°24'08"E 129.09 FT TO POB 3.4A+/- LOTS 1-5 GAS LIGHT TERRACE & UNPLATTED SEC 16 T6S R3W SECOND WARD PA 425 COND TRANSFER FROM FAYETTE TWP 1988/89 L593 P529 & L590 P86

COMBINED 2004 (ADDED 006-320-001-01);

SPLIT/COMBINED ON 10/23/2017 FROM 006-016-100-17;

SPLIT/COMBINED ON 06/10/2019 FROM 006-016-100-24;



CITY OF HILLSDALE

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

WWW.CITYOFHILLSDALE.ORG

Receipt: 50231 09/14/21

Cashier: KATY

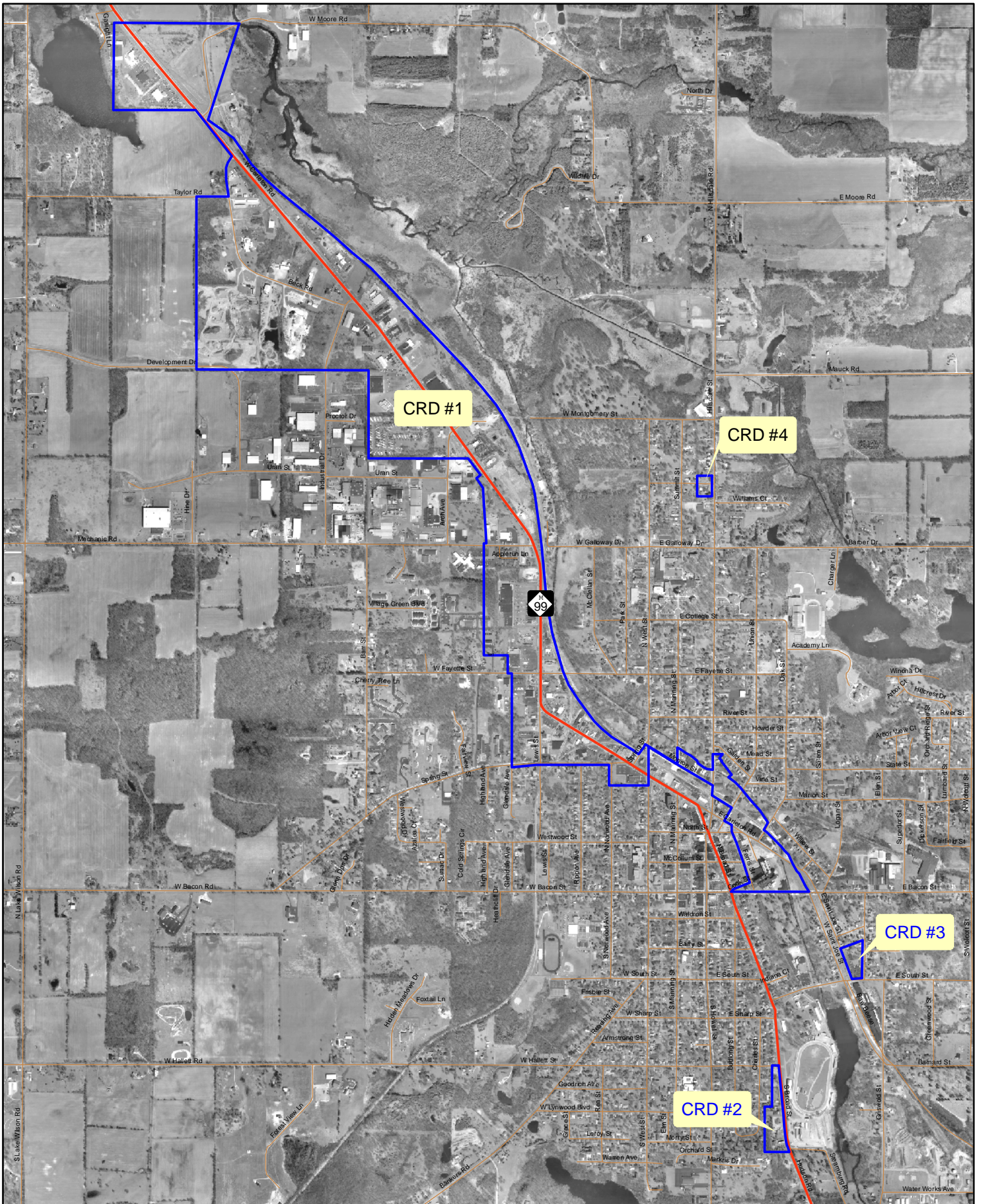
The sum of: 300.00

Received Of: STILLWELL FORD
ERIC STILLWELL *HOFFMAN*
3780 CARLETON RD
HILLSDALE MI 49242
CRE TAX EXEMPTION
~~3980~~ W CARLETON RD
3890

<u>Receipt Code:</u>	<u>Description:</u>	<u>Distribution:</u>	
XX	CRE TAX EXEMPTION APPLIC	101-000.000-628.000	300.00
			<u>300.00</u>
			Total

TENDERED: CHECK 105204

Signed: _____



- Legend**
- ▭ Commercial Rehabilitation Districts
 - State Highway
 - Local Streets/Drives

City of Hillsdale, Michigan Commercial Rehabilitation Districts

0 500 1,000 2,000 Feet

Created by:
Hillsdale County GIS
Imagery: April 14, 2004



Map Printed: April 21, 2010

Applicant:	Eric Hoffman Trust #1				
Date Received:	September 14, 2021				
Current Parcel #:	006-016-100-26				
Property Address:	3890 W Carleton Rd				
Current SEV:	\$	181,200			
Current Taxable Value:	\$	168,612			
Taxable Value of Land:	\$	151,211			
Taxable Value of Building:	\$	17,401			
Estimated Cost of Rehabilitation:	\$	1,133,844			
To Be Frozen					
				Taxable Value of rehabilitation*	
	<u>Year 1</u>	<u>2022</u>		**	
				566,922	
	Without CRE		With CRE		
Tax	Ad Valorem Millage Rate*	Tax Amount	Commercial Rehabilitation Specific Tax Millage Rate*	Tax Amount (Part (b) of the "specific tax" under MCL 125.2790 Sec. 10(2).	Taxes Foregone (Tax Savings with Certificate)
Summer					
City General Operating	12.3367	\$ 6,993.95	0.00000	\$ -	\$ 6,993.95
City Street Maintenance	2.4674	\$ 1,398.82	0.00000	\$ -	\$ 1,398.82
City Sinking Fund	0.0000	\$ -	0.00000	\$ -	\$ -
city Public Safety Equipment	0.9922	\$ 562.50	0.00000	\$ -	\$ 562.50
City Streets/Leaf Collection	4.0000	\$ 2,267.69	0.00000	\$ -	\$ 2,267.69
Library	0.9869	\$ 559.50	0.00000	\$ -	\$ 559.50
County Operating	4.8879	\$ 2,771.06	0.00000	\$ -	\$ 2,771.06
Stated Education Tax	6.0000	\$ 3,401.53	6.00000	\$ 3,401.53	\$ -
School Operating	8.8789	\$ 5,033.64	8.87890	\$ 5,033.64	\$ -
School Building/Site	1.1119	\$ 630.36	0.00000	\$ -	\$ 630.36
ISD General	0.1321	\$ 74.89	0.00000	\$ -	\$ 74.89
ISD Special Ed	1.4828	\$ 840.63	0.00000	\$ -	\$ 840.63
ISD Vocational Ed	0.7413	\$ 420.26	0.00000	\$ -	\$ 420.26
Administration Fee	1%	\$ 249.55	1%	\$ 84.35	\$ 165.20
Total Summer	44.0181	\$ 25,204.38	14.87890	\$ 8,519.53	\$ 16,684.85
Winter					
County Medical Care Facility	0.5921	\$ 335.67	0.00000	\$ -	\$ 335.67
County Senior Services	0.4899	\$ 277.74	0.00000	\$ -	\$ 277.74
County Ambulance	0.8388	\$ 475.53	0.00000	\$ -	\$ 475.53
County Ambulance 2006	0.1480	\$ 83.90	0.00000	\$ -	\$ 83.90
County Senior Services 2008	0.4931	\$ 279.55	0.00000	\$ -	\$ 279.55
County Mental Health	0.4934	\$ 279.72	0.00000	\$ -	\$ 279.72
County Medical Care Facility Debt	0.4000	\$ 226.77	0.00000	\$ -	\$ 226.77
School Operating	8.8789	\$ 5,033.64	8.87890	\$ 5,033.64	\$ -
School Building/Site	1.1119	\$ 630.36	0.00000	\$ -	\$ 630.36
ISD General	0.1322	\$ 74.95	0.00000	\$ -	\$ 74.95
ISD Special Ed	1.4828	\$ 840.63	0.00000	\$ -	\$ 840.63
ISD Vocational Ed	0.7414	\$ 420.32	0.00000	\$ -	\$ 420.32
Administration Fee	1%	\$ 89.59	1%	\$ 50.34	\$ 39.25
Total Winter	15.8025	\$ 9,048.37	8.87890	\$ 5,083.98	\$ 3,964.39
GRAND TOTALS	59.8206	\$ 34,252.75	23.75780	\$ 13,603.51	\$ 20,649.24

*Based on 2019 tax rates

**Assumes increases in property value greater than the rate of inflation and annual IRM increases at maximum allowable

*** Assumes value of improvements equal to estimated cost

Taxes for the land will continue to be calculated based on current annual value at ad valorem rates.
May increase or decrease annually based on changes in value &
Current Year taxes for land: \$ 9,135.99 inflation (not affected by exemption)

Taxes for the existing building will be frozen at the current taxable value but will continue to be calculated using ad
Current Year taxes for building: \$ 1,051.34 Frozen at current taxable value for length of the certificate. May

AMENDMENT TO CONTRACT FOR HILLSDALE, MI FOR RESIDENTIAL REFUSE COLLECTION

THIS AMENDMENT ("AMENDMENT") to the contract for the City of Hillsdale MI, for Residential Refuse Collection ("contract) is dated this ____ day of August 2021, and is entered into between the City of Hillsdale and Michigan municipal corporation, and Tusk MI LLC., a Delaware Corporation.

WHEREAS, The City of Hillsdale and Modern Waste Systems Inc. entered into the contract for Residential Refuse Collection with an effective date of 1st February 2019, and

WHEREAS, Modern Waste Systems has been acquired in whole by Tusk MI LLC, and the parties hereto wish to approve this amendment which will acknowledge the acquisition of Modern Waste Systems Inc. and which will authorize the assignment of the contract to Tusk MI LLC

NOW, THEREFORE, for mutual consideration exchanged between the parties as set forth herein and as set forth in the Contract, the receipt and sufficiency of which is mutually acknowledged, the City and Tusk MI LLC agree as follows:

1. Assignment. Due to the acquisition of Modern Waste Systems Inc. by Tusk MI LLC, the City hereby approves the assignment of the contract and all obligations and benefits contained therein from Modern Waste Systems LLC to Tusk MI LLC.
2. Continuing Obligation. All terms, provisions and obligations contained in the current Contract for Modern Waste Systems shall remain unchanged and shall become the responsibility of Tusk MI LLC as of the Date of their acquisition of Modern Waste Systems.
3. Notice. Notices under the Contract for Modern Waste Systems shall now be sent to Tusk MI LLC, at the following address

Tusk MI LLC/Modern Waste Systems
2275 Brooklyn Rd.
Napoleon, MI 49261
Attn: General Manager

[Signature Page to Follow]

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first written above.

City Of Hillsdale

Tusk MI LLC

By: _____

By: _____

Title:

Title:

Year	Maximum Inflation Rate Multiplier	Projected Maximum Taxable Value**	City Operating Foregone Annually	Cumulative City Operating Taxes Foregone	Total Taxes Foregone Annually	Cumulative Total Taxes Foregone
2	1.05	595,268	\$ 7,343.64	\$ 14,337.59	\$ 21,681.70	\$ 42,330.95
3	1.05	625,032	\$ 7,710.83	\$ 22,048.42	\$ 22,765.79	\$ 65,096.74
4	1.05	656,283	\$ 8,096.37	\$ 30,144.78	\$ 23,904.08	\$ 89,000.82
5	1.05	689,097	\$ 8,501.19	\$ 38,645.97	\$ 25,099.28	\$ 114,100.10
6	1.05	723,552	\$ 8,926.25	\$ 47,572.22	\$ 26,354.25	\$ 140,454.35
7	1.05	759,730	\$ 9,372.56	\$ 56,944.77	\$ 27,671.96	\$ 168,126.31
8	1.05	797,716	\$ 9,841.19	\$ 66,785.96	\$ 29,055.56	\$ 197,181.87
9	1.05	837,602	\$ 10,333.24	\$ 77,119.20	\$ 30,508.34	\$ 227,690.20
10	1.05	879,482	\$ 10,849.91	\$ 87,969.11	\$ 32,033.75	\$ 259,723.95
Maximum Tax Dollar Impact if approved for 10-year abatement:			\$ 87,969.11 <i>City Operating</i>	\$ 259,723.95 <i>Total All Entities</i>		

City of Hillsdale Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: New Business- Resolution 3408 Amendment

SUBJECT: TIFA Internal Loan

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

In February 2020, City Council passed Resolution 3408 approving an interdepartmental loan between the BPU Electric Fund and TIFA in the amount of \$200,000 for the Dawn Theater project. The loan had a funding date of April 1, 2020. Recently it was identified, in the City's financials, that the loan was not funded until October, 2020.

The attached resolution and statement of indebtedness seeks to clean up the loan documentation by changing the funding date and payment schedule to an October 1, 2020 start date. No other loan terms have been modified.

The BPU Board has approved the loan modification.

RECOMMENDATION:

City Council approve the attached resolution changing the start date of the BPU Electric Fund/TIFA loan to October 1, 2020 by amending Resolution 3408.

TAX INCREMENT FINANCE AUTHORITY
Statement of Indebtedness
Loan From Board of Public Utilities Electrical Department

Loan - Debt of October 1, 2020	Original Issue of:	\$	200,000
Dawn Theater Renovations	Interest Rate:		2.5%

Date	Total Payment	Principal	Interest	Fiscal Year Total
10/1/2020				\$ 200,000.00
10/1/2021	\$ 45,000.00	\$ 40,000.00	\$ 5,000.00	\$ 160,000.00
10/1/2022	\$ 44,000.00	\$ 40,000.00	\$ 4,000.00	\$ 120,000.00
10/1/2023	\$ 43,000.00	\$ 40,000.00	\$ 3,000.00	\$ 80,000.00
10/1/2024	\$ 42,000.00	\$ 40,000.00	\$ 2,000.00	\$ 40,000.00
10/1/2025	\$ 41,000.00	\$ 40,000.00	\$ 1,000.00	\$ -
Totals	\$ 215,000.00	\$ 200,000.00	\$ 15,000.00	

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 3408 AND REAUTHORIZING THE INTERDEPARTMENTAL LOAN BETWEEN THE HILLSDALE BOARD OF PUBLIC UTILITY (BPU) ELECTRIC FUND AND THE HILLSDALE TAX INCREMENT FINANCE AUTHORITY (TIFA) FOR THE DAWN THEATER RENOVATIONS.

WHEREAS, the Hillsdale City Council on March 18, 2019 adopted an Internal Loan Policy (Policy); and

WHEREAS, the Hillsdale City Council passed Resolution 3408 on February 17, 2020 authorizing an interdepartmental loan (Loan) between the Hillsdale Board of Public Utility (BPU) Electric Fund and the Hillsdale Tax Increment Finance Authority (TIFA) for the Dawn Theater renovations; and

WHEREAS, the starting date of said Loan was originally approved for April 1, 2020 but funds were not advanced until October 2020;

NOW, THEREFORE, BE IT RESOLVED that the Hillsdale City Council wishes to amend the Loan term to start on October 1, 2020 with final payment due on or before October 1, 2025 per the attached Statement of Indebtedness;

BE IT FURTHER RESOLVED that all other terms of the Loan shall remain the same as passed in Resolution 3408;

BE IT FURTHER RESOLVED that the Mayor of the City is hereby authorized and directed to execute such documents as are required and necessary to effectuate the Loan transaction provided for herein.

PASSED IN OPEN COUNCIL MEETING THIS 20th DAY OF SEPTEMBER 2021.

Adam Stockford, Mayor

ATTEST:

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item: Refuse Collection

SUBJECT: Modern Waste Systems Contract Assignment

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

The City has been notified by Modern Waste Systems that it's being acquired by Tusk MI LLC. As such, Modern Waste/Tusk is requesting that Modern Waste's contract be officially assigned to Tusk.

Attached is a copy of the assignment document and original Modern Waste contract.

RECOMMENDATION:

City Council approve the assignment of Modern Waste's contract to Tusk MI LLC and authorize the Mayor to sign the contract amendment.

AMENDMENT TO CONTRACT FOR HILLSDALE, MI FOR RESIDENTIAL REFUSE COLLECTION

THIS AMENDMENT ("AMENDMENT") to the contract for the City of Hillsdale MI, for Residential Refuse Collection ("contract) is dated this ____ day of August 2021, and is entered into between the City of Hillsdale and Michigan municipal corporation, and Tusk MI LLC., a Delaware Corporation.

WHEREAS, The City of Hillsdale and Modern Waste Systems Inc. entered into the contract for Residential Refuse Collection with an effective date of 1st February 2019, and

WHEREAS, Modern Waste Systems has been acquired in whole by Tusk MI LLC, and the parties hereto wish to approve this amendment which will acknowledge the acquisition of Modern Waste Systems Inc. and which will authorize the assignment of the contract to Tusk MI LLC

NOW, THEREFORE, for mutual consideration exchanged between the parties as set forth herein and as set forth in the Contract, the receipt and sufficiency of which is mutually acknowledged, the City and Tusk MI LLC agree as follows:

1. Assignment. Due to the acquisition of Modern Waste Systems Inc. by Tusk MI LLC, the City hereby approves the assignment of the contract and all obligations and benefits contained therein from Modern Waste Systems LLC to Tusk MI LLC.
2. Continuing Obligation. All terms, provisions and obligations contained in the current Contract for Modern Waste Systems shall remain unchanged and shall become the responsibility of Tusk MI LLC as of the Date of their acquisition of Modern Waste Systems.
3. Notice. Notices under the Contract for Modern Waste Systems shall now be sent to Tusk MI LLC, at the following address

Tusk MI LLC/Modern Waste Systems
2275 Brooklyn Rd.
Napoleon, MI 49261
Attn: General Manager

[Signature Page to Follow]

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first written above.

City Of Hillsdale

Tusk MI LLC

By: _____

By: _____

Title:

Title:

RESIDENTIAL REFUSE COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 7th day of January 2019, by and between the **The City of Hillsdale, Michigan**, a Michigan municipal corporation, with its offices located at 97 N. Broad Street, Hillsdale, Michigan, 49242, ("the City"), and **Modern Waste Systems, Inc.**, a Michigan corporation, with its offices located at 7255 S. Brooklyn Road, Napoleon, Michigan, 49261 ("Contractor").

The City and Contractor agree as follows:

1. **TERM.** The term of this Agreement shall begin on February 1, 2019 (the "Effective Date") and continue for a period of five (5) years, expiring on January 31, 2024 (the "Term"), unless earlier terminated as provided by the terms of this Agreement.

2. **SCOPE OF WORK.** During the Term, Contractor is granted the right and assumes the obligation, within the legal geographic limits of the City, to provide solid waste Refuse collection, removal, disposal, and recycling services to all Residential Units and Municipal Facilities located within the City as defined and specified in this Agreement, and to perform all of the work called for within this Agreement, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such service.

3. **DEFINITIONS.**

a. Allowable Quantity. Contractor will collect and remove from all Residential Units in the City all Refuse and Recyclable Materials properly placed for collection, provided such items meet the Allowable Quantity of one full Cart each.

b. Cart. A Cart consists of one (1) ninety-six (96) gallon wheeled container, provided by Contractor for use by City residents to contain their weekly residential Refuse and Recyclable Materials.

c. Collection Day. For collection of Refuse, the Collection Day shall be each Thursday between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in the case where a Holiday occurs on the Monday, Tuesday, or Wednesday immediately preceding the regular Collection Day, in which case the Collection Day for Refuse will be on the Friday immediately following the regular Collection Day. In the event that the collection cannot be completed on the Friday immediately following the regular Collection Day for Refuse due to weather or other factors beyond the City's or the Contractor's control, Contractor shall coordinate an alternative Collection Day for Refuse with the City that will occur at least one full day prior to the next regular Thursday Collection Day for the collection of Refuse.

For collection of Recyclable Materials, the Collection Day shall be bi-weekly, every other Thursday, between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in a case where a Holiday occurs on the Monday, Tuesday, or Wednesday immediately preceding the regular Collection Day for

Recyclable Materials, in which case the Collection Day will be on the Friday immediately following the regular Collection Day for Recyclable Materials. In the event that the collection cannot be completed on the Friday immediately following the regular Collection Day due to weather or other factors beyond the City's or the Contractor's control, Contractor shall coordinate an alternative Collection Day for Recyclable Materials with the City that will occur at least one full week prior to the next regular Thursday Collection Day for the collection of Recyclable Materials.

Except as otherwise expressly provided above, no collection of Refuse or Recyclable Materials shall occur on a Saturday or Sunday unless expressly authorized in advance, in writing, by the City's Director of Public Services.

d. Holiday. A Holiday for purposes of determining the Collection Day shall consist of the recognized dates for the celebration of the following legal holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

e. Municipal Facilities. Contractor agrees to provide to the City without additional charge Refuse collection services for: four year-round 4-yard dumpsters to be supplied by Contractor; two seasonal (April-November) 4-yard dumpsters to be supplied by Contractor; five Carts to be supplied by Contractor and to be placed at locations to be identified by the City, and collection for sixteen City-owned street-side cans in the downtown area. Contractor shall also provide one 10-yard special waste dumpster for street sweepings for which the City will be charged as provided in Exhibit A to this Agreement.

f. Recyclable Materials. For purposes of this Agreement, Recyclable Materials shall consist of the following items: cardboard; boxboard; mixed paper (i.e., newspaper, mail, and office paper); tin and aluminum cans; and plastic bottles and jugs (#1 and #2 only). All non-fiber items must be emptied and rinsed, and all boxes should be broken down and flattened. Recyclable Materials does not include the following unacceptable materials: aerosol cans; appliances; disposable coffee cups; hangers; household scrap metal; paint cans; plastic retail or grocery bags; refrigerator or freezer boxes, including beverage cases; rubber; string and/or twine; stickers and/or sticky notes; styrofoam; toys; wax or foil coated boxes and cartons; #3 through #7 plastics; glass; and gift wrapping paper.

g. Refuse. Refuse means discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.

h. Residential Unit. A Residential Unit is a group of rooms located within a building and forming a single inhabitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking, and eating and which are occupied or otherwise habitable. For example, with respect to a building that has been divided into separate apartments, each separate apartment would constitute a separate Residential Unit, and any residential duplex would be considered to consist of two (2) separate Residential Units. A building or any portions thereof shall not be considered as a Residential Unit for purposes

of the receipt of services under this Agreement to the extent that it is unoccupied and does not have active water and/or other utility services being supplied to it that would ordinarily be required to render such building or portion thereof habitable.

4. **SERVICE, OPERATIONS AND PERFORMANCE.** Contractor shall provide one (1) Cart to each Residential Unit for the containment of all Refuse generated by the Residential Unit and shall provide one (1) Cart for each Residential Unit for Recyclable Materials where the Residential Unit customer has opted to receive collection services for Recyclable Materials. The Cart(s) shall be placed curbside by the owner or occupant of the Residential Unit for collection no later than 7:00 a.m. on the Collection Day, and Contractor shall collect the contents of all Carts and from all Municipal Facilities on that date and dispose of the contents consistent with the terms of this Agreement and applicable law. Carts shall be placed alongside the street or right-of-way immediately in front of the Residential Unit. Carts will be maintained by Contractor and replaced for normal wear and tear at no cost or expense to the City or the customer. Normal wear and tear does not include the cleaning of Carts. Cleaning of the Cart is the responsibility of the owner or occupant of the Residential Unit. All Carts will remain the property of Contractor.

5. **ROUTES AND SCHEDULE OF COLLECTIONS.** All routing and scheduling of trucks used by the Contractor for the collection of Refuse and Recyclable Materials shall be left to the discretion of the Contractor.

6. **MISSED COLLECTIONS AND OTHER COMPLAINTS.** In the event that a regularly scheduled collection is missed and a complaint is received by either the City or Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The City shall notify Contractor of any complaints it receives within twenty-four (24) hours of receiving the complaint. Contractor shall respond to and diligently attempt to resolve all other complaints regarding services provided under this Agreement. Should a complaint go unresolved by Contractor for longer than seven (7) days, the City will have the right to demand an explanation or the immediate resolution of the complaint to its satisfaction. Contractor will have regular business hours of at least 9:00 a.m. through 5:00 p.m. each weekday (except for holidays or other special dates reasonably determined by Contractor in its discretion) to answer all questions and complaints, if any, that residents of the City may have with regard to the services provided by Contractor under this Agreement. Residents may contact the Contractor's office at (517) 563-4900.

7. **ADDITIONAL SERVICES.** In addition to the other services to be provided by Contractor pursuant to the terms of this Agreement, Contractor shall also make available to the City the following services:

a. **City-Wide Cleanup.** City-Wide Cleanup services will be provided only to the extent they may be requested by the City from time-to-time in writing, in which event such services will be provided on such dates as are mutually agreed upon by the parties in advance. Any City-Wide Cleanup services requested by the City and performed by Contractor shall be billed by the Contractor directly to the City at the rate of \$100.00 per hour, per truck, plus a disposal fee of \$45.00 per ton. Items excluded from eligibility for

the City-Wide Cleanup include: loose materials; construction materials; hazardous materials; tires; compressed gas cylinders; or items containing freon. All bags, containers, and bulk items must be able to be safely moved by two adults.

b. City-Wide Compost Pickup. Currently, the City provides its own leaf/compost pickup services to its residents. However, in the event that the City may decide to request that Contractor provide such services at some future time during the Term of this Agreement, Contractor agrees to provide such services, upon receiving a written request to provide such services from the City. Contractor will provide the City-Wide Compost Pickup services by way of three City-Wide fall pickups on three separate Saturdays to be agreed upon between the parties. Such Compost Pickup services shall be for leaves and grass only, to be collected at the curb in brown paper compost bags only, with the total charge for such services to be in the amount of \$19,500.00 per year.

c. Bulk Item Pickup. Bulk item pickup will be available to all residential customers within the City at the following rates: \$30.00 each for large bulk items, such as couches, washers, dryers, etc.; and \$20.00 each for small bulk items, such as small appliances, chairs, and mattresses. Bulk items will be collected at the curb after advance scheduling and payment from the customer.

d. Compost and Tire Drop Off. Contractor will provide compost drop off and tire drop off services at the Transfer Station leased by Contractor from the City pursuant to the Transfer Station Lease Agreement of even date herewith, with the cost of said services to be charged to and paid directly by the customers utilizing such services at such rates as may be established by Contractor in the exercise of its reasonable discretion.

8. **COLLECTION EQUIPMENT.** An adequate number of vehicles shall be provided by Contractor to collect Refuse and Recyclable Materials in accordance with the terms of this Agreement. The vehicles shall be properly licensed, insured, and operated consistent with the requirements of Act 87 of the Public Acts of 1965, as amended, and all other applicable local, state, and federal ordinances, laws, and regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of Contractor plainly visible on both cab doors. The Contractor affirmatively represents that, in the case of breakdown of any vehicles and equipment, Contractor has sufficient means and resources to continue providing the services required by this Agreement without delay.

9. **DISPOSAL.** All Refuse collected for disposal by Contractor shall be hauled to an appropriate state-licensed landfill as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all tipping fees and all other costs and fees associated with the disposal. Contractor further agrees that, in the use and/or selection of a landfill, Contractor has no authority to bind the City in any manner whatsoever, or to create any liability on the part of the City.

10. **COMPLIANCE WITH LAW.** Contractor shall conduct operations under this Agreement in compliance with all applicable ordinances, laws, and regulations. In the event that any collection

service provided hereunder, or any portions thereof, are rendered unlawful or impracticable pursuant to any ordinance, law, or regulation that becomes effective after the date of this Agreement, Contractor shall, upon notice to the City, cease providing that service or portion thereof, in which event Contractor shall make an appropriate adjustment to the rates set forth in Paragraph 11, to account for the cessation of such service.

11. BASIS AND METHOD OF PAYMENT.

- a. **Rates.** For all residential collection and disposal services required during the first three (3) years of the Term of this Agreement, Contractor shall bill for its services no more than the rates set forth on the schedule attached as Exhibit A to this Agreement (“the Rates”). During the fourth (4th) year of the Term, the Rates shall increase by three percent (3%), and during the fifth (5th) year of the Term, the Rates shall increase by an additional three percent (3%).
- b. **Billing and Collection.** Contractor shall be solely responsible for all aspects of billing and collection for the services provided by Contractor pursuant to the terms of this Agreement, which billing and collection activities shall be conducted in a commercially reasonable manner and in compliance with all applicable laws, ordinances, and regulations.
- c. **Records and Reporting.** Before commencement of work under this Agreement, the City shall provide Contractor with an accurate list showing the address of each of the Residential Units to receive collection service under this Agreement. Beginning in March 2019, and continuing each month thereafter, Contractor shall provide a monthly report to the City on or before the tenth (10th) day of each month, containing the following information:
 - 1) a list of the customers to whom service was provided in the preceding month;
 - 2) a log describing all customer complaints received during the preceding month and describing how the complaint was resolved;
 - 3) a log of all missed collections during the preceding month and Contractor’s responses thereto;
 - 4) a description of all vehicle accidents or infractions during the preceding month;
 - 5) a list of all accounts having a change of service during the preceding month; and
 - 6) weights in tons of Refuse and Recyclable Materials collected by Contractor during the preceding month, designated by commodity and indicating the final destination where the items were transported to and disposed of.

In addition, during the Term of this Agreement, Contractor shall maintain full and complete operation and customer service records that shall be open for inspection and copying by the City at all reasonable times and for all reasonable purposes.

d. Chargebacks. If, in the reasonable opinion of the City, Contractor unreasonably fails or refuses to pay any claim or claims arising out of damages in handling any receptacle or property of any owner or occupant of a Residential Unit, the City may, upon being satisfied with regard to the correctness of the amount of such claim, pay the same to the aggrieved owner or occupant and charge the amount to the Contractor, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City. In the event Contractor shall wholly fail to collect and dispose of Refuse one week in conformity with the requirements of this Agreement, notwithstanding and without waiving any other rights the City may have under the terms of this Agreement, the City may proceed with making alternative arrangements to dispose of such Refuse and may charge to Contractor the amount incurred by the City for such alternative disposal services, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City.

12. NOTICE. All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or certified United States mail, return receipt requested, properly addressed to each of the respective parties as their address appears in the introductory paragraph of this Agreement, or to such other address as they may from time-to-time designate in writing.

13. NONDISCRIMINATION. Contractor represents and covenants that Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, religion, color, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement, as provided in Section 37.2209 of the Michigan Compiled Laws. Contractor will include, or incorporate by reference, the provisions of this Paragraph 13 in every subcontract it enters into with regard to the performance of the services to be provided under this Agreement, unless exempted by the rules, regulations, or orders of the Michigan Department of Civil Rights, and Contractor will provide in every subcontract that the provisions of this Paragraph 13 will be binding upon each subcontractor.

14. FOIA. Contractor understands and agrees that any and all documents provided to the City pursuant to or in conjunction with this Agreement and Contractor's performance of the collection services hereunder are subject to public disclosure, and Contractor hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Michigan Freedom of Information Act.

15. INDEPENDENT CONTRACTOR. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, joint venture, employment relationship, or any other relationship except that of independent contractor. In the performance of the collection services under this Agreement, Contractor is an independent contractor with the authority to control and direct the performance of the collection services.

16. TAXES, BENEFITS, AND EXPENSES. Except as may be otherwise expressly provided in this Agreement, Contractor is responsible for all expenses connected with the performance of the collection services to be provided under this Agreement, including, but not limited to, all expenses associated with obtaining and maintaining any required or otherwise necessary licenses and/or permits. Contractor shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of collection services for the City under this Agreement. Contractor acknowledges that the City has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Contractor. Contractor shall indemnify and hold the City harmless to the extent of any obligation of the City to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Contractor by the City.

17. INSURANCE. Contractor shall purchase and maintain throughout the Term of this Agreement statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, contractual liability, and other perils, and Contractor shall also maintain motor vehicle insurance coverage on the vehicle(s) its employees use in the course of the performance of the collection services for the City under this Agreement. The insurances referenced above shall be in the amount, with coverage, and from an insurance company as stated on the certificate of insurance attached hereto as Exhibit B, plus an umbrella policy with limits of at least one million dollars and an owner/contractor general liability policy with limits of at least one million dollars. Contractor shall maintain coverage without interruption from the Effective Date of this Agreement until the date of termination of this Agreement; *provided, however*, the coverage provided under all policies must be issued on an occurrence basis. At the request of the City, the City shall be added as an additional named insured on any insurance policy. Additionally, Contractor shall furnish the City with a copy of certificates of insurance, which shall contain an obligation of the carrier to notify the City at least thirty (30) days in advance of any cancellation, expiration, or nonrenewal of the policy.

18. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims, suits, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (collectively "Losses"), arising out of or related to: (i) any act or omission of Contractor or its officers, employees, agents, contractors, or other representatives; or (ii) any breach of this Agreement by Contractor or its officers, employees, agents, contractors, or other representatives. Additionally, Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims or liability asserted by or on behalf of any party who may supply or furnish labor, equipment, or materials in conjunction with the provision of Contractor's services under this Agreement.

19. BREACH BY CONTRACTOR. If Contractor, in whole or in part, fails to perform any of its obligations under this Agreement, or under the terms of the Transfer Station Lease Agreement between the parties of even date herewith, or fails to perform such obligations in a satisfactory manner, or otherwise fails to perform such obligations in accordance with applicable ordinances, laws, regulations, or the requirements of any required or otherwise necessary licenses or permits,

the City shall have the right to demand in writing adequate assurance from Contractor that steps have been or are being taken to rectify the failure. Contractor must within fourteen (14) days after receipt of such demand return to the City Clerk a written statement (the "Statement") that explains the reasons for the stated non-performance or delayed partial or substandard performance during the identified period and any continuation thereof. Contractor may also elect to appear before the City Council and provide an explanation. Upon the failure of Contractor to submit a Statement or the failure of the Contractor to take steps to rectify the situation, and if such situation constitutes a material breach of this Agreement and/or otherwise causes a material adverse effect on Contractor's ability to perform its obligations under this Agreement, the City may terminate this Agreement by a majority vote of the City Council. Furthermore, in the event Contractor fails, refuses, or neglects to perform any or all of Contractor's duties, obligations, or agreements to be performed by Contractor pursuant to the terms of this Agreement or the Transfer Station Lease Agreement between the parties of even date herewith, the City may perform or may cause to be performed such duties, obligations, or agreements, and charge all of the costs thereof, or incurred in connection therewith, to the Contractor, and the Contractor shall promptly pay all said costs to the City and, without limiting the generality of the foregoing, the City may collect the same in any manner authorized by law, or the City may deduct such costs from any monies due or to become due to the Contractor from the City, whether pursuant to the terms of this Agreement or otherwise. In addition to the foregoing, Contractor shall be deemed to be in breach of this Agreement and the Agreement shall automatically terminate if Contractor shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or if Contractor file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee.

20. ASSIGNMENT. The rights and obligations conferred under this Agreement may not be assigned or delegated by Contractor without the prior written consent of the City, which consent will not be unreasonably withheld. Any attempted assignment of rights or delegation of duties in violation of this Paragraph 20 is null and void.

21. BINDING AGREEMENT AND SUCCESSORS. This Agreement is binding on, will inure to the benefit of, and will be enforceable by the successors and permitted assigns of the parties; provided, however, that no assignment of this Agreement by Contractor will be effective without the express written consent of the City as provided in Paragraph 20, above.

22. GOVERNING LAW. This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan, without giving effect to any principles of conflicts of laws. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in a court sitting in Hillsdale County of the State of Michigan, or the Western District Court of the United States sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid, to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above-described courts.

23. WAIVER. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

24. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

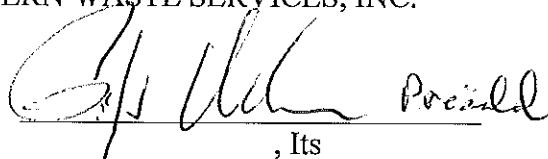
25. ENTIRE AGREEMENT. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes all other agreements and understandings of the parties, both written and oral. The terms and provisions of this Agreement may not be modified nor amended unless such modification or amendment is in writing and is signed by both parties hereto.

26. COUNTERPARTS; FACSIMILE. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement as of the Effective Date.

MODERN WASTE SERVICES, INC.

By:



, Its

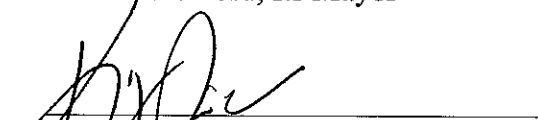
CITY OF HILLSDALE, MICHIGAN

By:



Adam Stockford, Its Mayor

By:



Katy Price, Its Acting Clerk

EXHIBIT A
SCHEDULE OF RATES

Collection	Frequency	Price/Unit Per month	Cart/Bin Size Provided
Refuse	Weekly	\$10.50	96 Gallon Cart
Recyclable Materials (if requested by customer)	Bi-Weekly	\$3.50	96 Gallon Cart
Municipal Facility – Special	Weekly	\$165 per haul, plus disposal cost (currently at \$40.00 per ton)*	10-Yard Dumpster
Municipal Facility – year round	Weekly	Included	4 4-Yard Dumpsters
Municipal Facility – seasonal	Weekly	Included	2 4-Yard Dumpsters
Municipal Facility	Weekly	Included	5 96 Gallon Carts
Municipal Facility – Downtown	Weekly	Included	Cans owned by the City

*The disposal cost for the 10-yard roll off is set by the final disposal sites, special use rate. Any increases in the disposal cost will be reflected in this charge as they occur. Documentation from the disposal site will be provided as justification for an increase.

**City of Hillsdale
Agenda Item Summary**

Meeting Date: September 20, 2021

Agenda Item: New Business

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

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

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

March 1, 2022	Unpaid 2021 Summer & Winter taxes returned to county treasurer as delinquent
March 1, 2023	Properties with 2021 or prior taxes remaining unpaid are forfeited to the county treasurer (subject to redemption by payment of taxes & fees)
March 1, 2024	Properties with 2021 or prior taxes remaining unpaid are subject to foreclosure proceedings

Public Act 132 of 1999, the Certification of Abandoned Property for Accelerated Forfeiture Act (Michigan Compiled Law Sections 211.961-211.966) allows for cities, villages and townships to certify property as abandoned for the purpose of accelerating the property tax forfeiture and foreclosure process under the provisions of the General Property Tax Act. If property is certified as abandoned, the forfeiture for unpaid 2021 taxes would become effective March 1, 2022 and the foreclosure would be accelerated by 1 year to March 1, 2023.

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

RECOMMENDATION:

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

CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN

RESOLUTION NO. _____

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

Motion by _____, supported by _____ to adopt the following resolution:

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

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

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

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

The vote in favor of the resolution being as follows:

Roll call:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Motion passed ___ - ___

Resolution declared adopted.

Adam Stockford, Mayor

Date _____

Katy Price, City Clerk

CERTIFICATION

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

_____,
Katy Price
Hillsdale City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: September 20, 2021

Agenda Item #: New Business

SUBJECT: Southern Michigan Bank & Trust Account Administrators

BACKGROUND:

Staff recommends removing Mr. Joseph Mangan from all Southern Michigan Bank & Trust accounts and add Mr. David Mackie as a new user.

RECOMMENDATION:

City Council approve the changes above.

**PROCLAMATION
RECOGNIZING PUBLIC POWER WEEK, OCTOBER 3 –
OCTOBER 9, 2021**

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the week of Oct. 3-9 be designated Public Power Week to recognize Hillsdale Board of Public Utilities for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

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

NOW, THEREFORE, I, Adam L. Stockford, Mayor of the City of Hillsdale, do recognize the week of October 3 through October 9, 2021, as Public Power Week, a weeklong celebration of Hillsdale Board of Public Utilities year-round service to the City of Hillsdale.

Adam L. Stockford, Mayor

Date