





Council Chamber  
Hillsdale City Hall  
97 N. Broad Street  
Hillsdale, MI 49242

**January 8, 2014**  
07:00 p.m.  
(517)437-6441  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)


# CITY COUNCIL AGENDA

CITY OF HILLSDALE  
REGULAR MEETING

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Comments on Agenda Items**
5. **Consent Agenda**
  - A. Approval of Bills from December 19, 2013: Claims of \$114,472.41 Payroll of \$93,373.02  
[Invoice Approval List by Fund](#)   
[Vendor Approval Summary](#) 
  - B. Committee Reports (Pending Approval):
    1. Shade Tree Minutes of December 18, 2013  
[Minutes 12/18/13](#) 
    2. EDC Minutes of October 17, 2013

[Minutes 10/17/13](#) 

3. BPU Minutes of December 10, 2013

[Minutes 12/10/13](#) 

4. Board of Review Minutes of July 16, 2013

[Minutes 7/16/13](#) 

- C. Council Minutes of December 16, 2013

[Minutes 12/16/13](#) 

- D. City Fee Schedule

[Fee Schedule](#) 

**6. Communications/  
Petitions**

- A.

**7. Introduction and Adoption of Ordinance/Public  
Hearing**

- A.

**8. Unfinished  
Business**

- A. Local Streets  
Maintenance
- B. Code  
Enforcement

**9. Old  
Business**

- A.

**10. New  
Business**

A. BPU Sewer Rate Schedule Amendment  
(Resolution)

[CM Memo](#) 

[BPU Memo](#) 

[Resolution](#) 

[Rate Information](#) 

B. Assignment and Assumption of Land Lease -  
BPU

[CM Memo](#) 

[Agreement](#) 

C. Senior Center Purchase of  
Generator

[CM Memo](#) 

[Senior Center Letter](#) 

[Agreement](#) 

D. Councilperson's List for Funding of  
Streets

[CM Memo](#) 

[List for Funding Streets](#) 

E. Extension of Airport Manager  
Contract

[CM Memo](#) 

[Agreement](#) 

[Reference Copy of the Extension](#) 

**11. Miscellaneous**

A. Information  
Only

[Christmas Tree Recycling Schedule](#) 

[Liquor License Commission Letter](#) 

[Comcast Letter](#) 

Board of Review

[Assessor Memo](#) 

[BOR Summary Report](#) 

[BOR Warrant Report](#) 

**12. General Public  
Comment**

**13. Adjournment**

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 1

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept:							
101-000.000-082.000		DUE FROM O	BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	-1,022.51
			NON UNION HEALTH INS JAN 2014		7003454/002	01/14	
101-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT	403		12/19/2013	67,707.78
			PAYROLL FOR 12-19-13				
Total							66,685.27
Dept: CITY COUNCIL							
101-101.000-726.000		SUPPLIES	VISA	71814		12/19/2013	17.97
			GAVEL/AIRPORT LUNCH		####	#### 4004	
Total CITY COUNCIL							17.97
Dept: CITY MANAGER							
101-172.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	463.02
			NON UNION HEALTH INS JAN 2014		7003454/002	01/14	
101-172.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	15.79
			CALENDAR REFILL		507517		
101-172.000-726.000	SUPPLIES		HR DIRECT	71785		12/19/2013	59.93
			ATTENDANCE CALENDARS 2014		1778004		
101-172.000-726.000	SUPPLIES		PRINTING SYSTEMS	71804		12/19/2013	158.51
			W2'S/1099'S		82746		
101-172.000-801.000	CONTRACTUA		SPRINT	71808		12/19/2013	27.82
			PHONE SERVICES		548517219-074		
Total CITY MANAGER							725.07
Dept: ECONOMIC DEVELOPMENT							
101-174.000-801.000	CONTRACTUA		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	15.20
			COPIER LEASE		244302		
101-174.000-801.000	CONTRACTUA		HILLSDALE POLICY GROUP, LTD.	71783		12/19/2013	7,933.64
			NOVEMBER 2013 HPG SERVICES				
Total ECONOMIC DEVELOPMENT							7,948.84
Dept: ADMINISTRATIVE SERVICES							
101-175.000-806.000	LEGAL SERV		CLARK HILL	71765		12/19/2013	535.00
			LEGAL FEES-METAVATION		520014		
101-175.000-806.000	LEGAL SERV		LOREN & SHIRK	71790		12/19/2013	3,296.70
			NOV LEGAL FEES				
101-175.000-806.000	LEGAL SERV		MIKA MEYERS BECKET & JONES PLC	71796		12/19/2013	75.00
			LABOR ATTORNEY FEES NOV 2013		575886		
101-175.000-807.000	ENGINEERIN		MT ENGINEERING, LLC	71797		12/19/2013	337.75
			PRINTS/PLANS MAPPING UPDATES		1301-9		
101-175.000-955.025	MISC, - CH		CITY OF HILLSDALE	71764		12/19/2013	126.92
			PETTY CASH				
101-175.000-955.025	MISC, - CH		VISA	71814		12/19/2013	117.52
			MAYORS RECEPTION/HUNG HOWIES		####	#### 3956	
Total ADMINISTRATIVE SERVICES							4,488.89
Dept: ASSESSING DEPARTMENT							
101-209.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	1,390.22
			NON UNION HEALTH INS JAN 2014		7003454/002	01/14	
101-209.000-734.000	POSTAGE		CITY OF HILLSDALE	71764		12/19/2013	12.42
			PETTY CASH				
101-209.000-801.000	CONTRACTUA		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	44.85
			COPIER LEASE		244302		
Total ASSESSING DEPARTMENT							1,447.49
Dept: CITY CLERK DEPARTMENT							
101-215.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	1,112.19
			NON UNION HEALTH INS JAN 2014		7003454/002	01/14	
101-215.000-726.000	SUPPLIES		CITY OF HILLSDALE	71764		12/19/2013	41.00
			PETTY CASH				
101-215.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	37.09
			CASSETTES AUDIO & RUBBERBANDS		421602		
101-215.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	46.69
			FASTENERS/PETTY CASH SLIPS		421713		
101-215.000-734.000	POSTAGE		CITY OF HILLSDALE	71764		12/19/2013	21.41
			PETTY CASH				
101-215.000-801.000	CONTRACTUA		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	151.57
			COPIER LEASE		244302		
101-215.000-905.000	PUBLISHING		HILLSDALE DAILY NEWS	71782		12/19/2013	101.00
			PASSED ORDINANCE 2013-5 NOTICE		86834		

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DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 2

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: CITY CLERK DEPARTMENT							
						Total CITY CLERK DEPARTMENT	1,510.95
Dept: FINANCE DEPARTMENT							
101-219.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757		12/19/2013	1,112.19
					7003454/002 01/14		
101-219.000-726.000	SUPPLIES		PRINTING SYSTEMS	71804		12/19/2013	70.42
					82746		
101-219.000-801.000	CONTRACTUA		TYLER TECHNOLOGIES, INC. FUND BALANCE SOFTWARE SUPPORT	71811		12/19/2013	5,389.04
					25-82129		
						Total FINANCE DEPARTMENT	6,571.65
Dept: CITY TREASURER							
101-253.000-734.000	POSTAGE		KCI	71788		12/19/2013	13.02
					231775		
101-253.000-801.000	CONTRACTUA		WINTER 2013 TAX BILLS MAILING KCI	71788		12/19/2013	443.06
					231775		
101-253.000-964.000	REFUNDS AN		WINTER 2013 TAX BILLS MAILING COBRA MOTORCYCLES, INC.	71766		12/19/2013	100.59
101-253.000-964.000	REFUNDS AN		REFUND MBT PERCENTAGE ERROR GAMPCO	71774		12/19/2013	1,671.50
101-253.000-964.000	REFUNDS AN		REFUND VALUE ADJUSTMENT HILLSDALE COUNTY TREASURER* BILLBACKS	71781		12/19/2013	3.12
101-253.000-964.000	REFUNDS AN		PRECISION GAGE INC. MBT PERCENTAGE EROR REFUND	71803		12/19/2013	6,673.19
					912-097-05/00		
						Total CITY TREASURER	8,904.48
Dept: BUILDING AND GROUNDS							
101-265.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	19.75
					56258		
101-265.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	19.60
					55900		
101-265.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	10.50
					56066		
101-265.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS TOWELS, TRASH LINERS, TP	71768		12/19/2013	173.14
					421714		
101-265.000-726.000	SUPPLIES		GELZER & SON INC. KEY	71775		12/19/2013	1.99
					A45920		
101-265.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS FOR CITY HALL	71763		12/19/2013	20.00
					351657769		
101-265.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS FOR CITY HALL	71763		12/19/2013	20.00
					351658384		
101-265.000-801.000	CONTRACTUA		EAST 2 WEST ENTERPRISES, INC. MOP & DISPATCH NOV 2013	71772		12/19/2013	40.00
					5236		
101-265.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791		12/19/2013	96.05
					26436732		
101-265.000-920.000	UTILITIES		MICHIGAN GAS UTILITIES GAS UTILITY MITCHELL	71795		12/19/2013	411.07
					5176359-7 12/13		
101-265.000-920.000	UTILITIES		MICHIGAN GAS UTILITIES GAS UTILITY CITY HALL	71795		12/19/2013	205.99
					4609268-0 12/13		
101-265.000-930.000	REPAIRS &		AMERICAN COPPER AND BRASS, LLC SLOAN SPUD COUPLING	71750		12/19/2013	13.10
					1396502		
101-265.000-930.000	REPAIRS &		GELZER & SON INC. SWITCH	71775		12/19/2013	1.58
					C79057		
101-265.000-930.000	REPAIRS &		GELZER & SON INC. SLOAN KIT, BRKR RPR KIT	71775		12/19/2013	38.37
					A46299		
						Total BUILDING AND GROUNDS	1,071.14
Dept: CEMETERIES							
101-276.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791		12/19/2013	339.00
					26436732		
						Total CEMETERIES	339.00
Dept: AIRPORT							
101-295.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	10.25
					56258		
101-295.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	14.85
					55900		
101-295.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE WATER	71779		12/19/2013	7.75
					56008		
101-295.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	12.50
					56195		

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 3

Hillsdale City Offices

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Fund: GENERAL FUND							
Dept: AIRPORT							
101-295.000-801.000		CONTRACTUA	HILLSDALE AERO, INC. GROUND MAINTENANCE	71780	47071	12/19/2013	756.00
101-295.000-801.000		CONTRACTUA	REPUBLIC SERVICES OF KALAMAZOO DUMPSTER AT AIRPORT	71805	0249-004017548	12/19/2013	101.10
101-295.000-850.000		INSURANCE	BARRET INSURANCE AGENCY INSURANCE PREMIUM	71755	1054	12/19/2013	4,600.00
101-295.000-930.000		REPAIRS &	AMERICAN COPPER AND BRASS, LLC LIGHT BULBS	71750	07-175/	12/19/2013	58.12
101-295.000-930.000		REPAIRS &	GODFREY BROTHERS, INC. AIRPORT TRACTOR PARTS	71776	73373	12/19/2013	48.24
Total AIRPORT							5,608.81
Dept: POLICE DEPARTMENT							
101-301.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757	7003454/002 01/14	12/19/2013	1,853.24
101-301.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI POLICE HEALTH INS JAN 2014	71757	7003454/000 1/14	12/19/2013	14,456.01
101-301.000-726.000		SUPPLIES	MARKET HOUSE OFFICE/CLEANING SUPPLIES	71792	83707	12/19/2013	43.68
101-301.000-726.000		SUPPLIES	MATTHEW BENDER & CO., INC. MI PENAL CODE/MOTOR VEH LAW	71793	53639677	12/19/2013	98.58
101-301.000-726.000		SUPPLIES	CITY OF HILLSDALE PETTY CASH	71764		12/19/2013	16.22
101-301.000-742.000		CLOTHING /	TED BRENDEL 2013 EQUIPMENT ALLOWANCE	71759		12/19/2013	50.00
101-301.000-742.000		CLOTHING /	C M P DISTRIBUTOR, INC. PADDLE HOLSTER	71760	39111	12/19/2013	52.99
101-301.000-742.000		CLOTHING /	JASON DECK 2013 EQUIPMENT ALLOWANCE	71769		12/19/2013	50.00
101-301.000-742.000		CLOTHING /	NYE UNIFORM COMPANY MOCK TURTLENECK	71799	444429	12/19/2013	48.89
101-301.000-742.000		CLOTHING /	SUD-Z DRY CLEANERS DRY CLEANING	71810	SU1747 12/13	12/19/2013	238.62
101-301.000-801.000		CONTRACTUA	CURRENT OFFICE SOLUTIONS COPIER LEASE	71768	244302	12/19/2013	8.07
101-301.000-861.000		TRAINING &	KEVIN RIZE REGISTRATION FEE/DUFF	71749		12/19/2013	500.00
101-301.000-862.000		LODGING AN	CITY OF HILLSDALE PETTY CASH	71764		12/19/2013	73.96
101-301.000-925.000		TELEPHONE	SPRINT PHONE SERVICES	71808	548517219-074	12/19/2013	66.67
101-301.000-930.000		REPAIRS &	NONIK TECHNOLOGIES, INC. REPLACEMENT CABLE	71798	5487	12/19/2013	15.00
Total POLICE DEPARTMENT							17,571.93
Dept: FIRE DEPARTMENT							
101-336.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI FIREFIGHTER HEALTH INS JAN 14	71757	7003454/001 01/14	12/19/2013	4,242.53
101-336.000-726.000		SUPPLIES	BEAVER RESEARCH COMPANY GLASS CLEANER	71756	204553	12/19/2013	81.66
101-336.000-726.000		SUPPLIES	PERFORMANCE AUTOMOTIVE CABLE TIE	71802	1083427	12/19/2013	8.39
101-336.000-726.000		SUPPLIES	VISA MICROWAVE FOR FIRE STATION	71814	#### ## 0531	12/19/2013	139.00
101-336.000-740.000		FUEL AND L	WATKINS OIL COMPANY 11/2013 FLEET FUEL	71815		12/19/2013	376.60
101-336.000-801.000		CONTRACTUA	CINTAS CORPORATION CONTRACTUAL LINEN SERVICE	71763	351657165	12/19/2013	5.71
101-336.000-801.000		CONTRACTUA	CINTAS CORPORATION CONTRACTUAL LINEN SERVICE	71763	351657768	12/19/2013	13.40
101-336.000-801.000		CONTRACTUA	BAMA FOUR, LLC\SUD-Z COIN WASH FOOTBALL UNIFORM CLEANING	71754	15472	12/19/2013	201.25
101-336.000-920.000		UTILITIES	MICHIGAN GAS UTILITIES GAS UTILITIES	71795	4609908-01 11/12	12/19/2013	682.62
101-336.000-930.000		REPAIRS &	APOLLO FIRE EQUIPMENT COMPANY SERVICED HURST POWER UNIT	71751	39487	12/19/2013	534.31
Total FIRE DEPARTMENT							6,285.47
Dept: CODE ENFORCEMENT							
101-372.000-726.000		SUPPLIES	VISA REFERENCE MATERIALS	71814	#### ## 5613	12/19/2013	225.48

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 4

Hillsdale City Offices

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Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: CODE ENFORCEMENT							
101-372.000-970.000	CAPITAL OU		B. S. & A. SOFTWARE TABLET TRAINING	71752	94118	12/19/2013	850.00
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Total CODE ENFORCEMENT							1,075.48
Dept: PLANNING DEPARTMENT							
101-400.000-726.000	SUPPLIES		VISA REFERENCE MATERIALS	71814		12/19/2013	143.23
101-400.000-860.000	TRANSPORTA		CITY OF HILLSDALE PETTY CASH	71764	#### ## 5613	12/19/2013	35.03
							-----
Total PLANNING DEPARTMENT							178.26
Dept: PUBLIC SERVICES DEPARTMENT							
101-441.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757	7003454/002 01/14	12/19/2013	2,502.41
101-441.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779	56258	12/19/2013	5.50
101-441.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779	55900	12/19/2013	10.10
101-441.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779	56066	12/19/2013	5.75
101-441.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS LABELS, EXP FOLDERS	71768	507321	12/19/2013	56.74
101-441.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS LABELS, EXP FOLDERS, COMBS	71768	507433	12/19/2013	22.71
101-441.000-726.000	SUPPLIES		FASTENAL WINTER GLOVES, GRNDNG WHEEL	71773	MIJON45989	12/19/2013	137.68
101-441.000-726.000	SUPPLIES		JONESVILLE LUMBER CREDIT- RETURN 2X8'S	71787	659960	12/19/2013	-41.56
101-441.000-742.000	CLOTHING /		CINTAS CORPORATION RUGS/UNIFORMS - DPS	71763	351657172	12/19/2013	43.24
101-441.000-742.000	CLOTHING /		CINTAS CORPORATION RUGS/UNIFORMS - DPS	71763	351657774	12/19/2013	138.68
101-441.000-801.000	CONTRACTUA		CURRENT OFFICE SOLUTIONS COPIER LEASE	71768	244302	12/19/2013	108.21
101-441.000-801.000	CONTRACTUA		SPRINT PHONE SERVICES	71808	548517219-074	12/19/2013	33.78
101-441.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS/UNIFORMS - DPS	71763	351657172	12/19/2013	44.37
101-441.000-801.000	CONTRACTUA		CINTAS CORPORATION RUGS/UNIFORMS - DPS	71763	351657774	12/19/2013	38.86
101-441.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791	26436732	12/19/2013	5.65
101-441.000-801.000	CONTRACTUA		MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/8/13	71791	26464299	12/19/2013	118.65
101-441.000-801.000	CONTRACTUA		REPUBLIC SERVICES OF KALAMAZOO 4 YRD DUMPSTER - DPS	71805	0249-004017602	12/19/2013	106.22
101-441.000-801.000	CONTRACTUA		USA MOBILITY WIRELESS, INC. PAGER RENTAL - DPS	71813	W7385433L	12/19/2013	18.95
101-441.000-955.517	MISC - SOL		HILLSDALE TRANSFER STATION NOV 2013 COUPONS	71784	3035	12/19/2013	662.50
101-441.000-955.588	MISC-CDL		CITY OF HILLSDALE PETTY CASH	71764		12/19/2013	50.00
							-----
Total PUBLIC SERVICES DEPARTMENT							4,068.44
Dept: PARKS							
101-756.000-726.000	SUPPLIES		RYAN & BRADSHAW HYDRANT KEY	71806	47622	12/19/2013	9.00
101-756.000-726.000	SUPPLIES		JONESVILLE LUMBER LUMBER	71787	665387	12/19/2013	223.72
101-756.000-726.000	SUPPLIES		JONESVILLE LUMBER LUMBER/SCREWS	71787	666401	12/19/2013	61.97
101-756.000-726.000	SUPPLIES		JONESVILLE LUMBER CREDIT-PD WRONG INVOICE	71787	665389-	12/19/2013	-225.49
101-756.000-726.000	SUPPLIES		JONESVILLE LUMBER SERVICE CHARGE	71787	468530	12/19/2013	8.47
							-----
Total PARKS							77.67
							-----
Fund Total							134,576.81

Fund: MAJOR ST./TRUNKLINE FUND



INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 5

Hillsdale City Offices

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Fund: MAJOR ST./TRUNKLINE FUND							
Dept:							
202-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT PAYROLL FOR 12-19-13	403		12/19/2013	5,335.11
							-----
					Total		5,335.11
Dept: R.O.W. MAINTENANCE							
202-460.000-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791	26436732	12/19/2013	5.65
202-460.000-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/8/13	71791	26464299	12/19/2013	429.40
							-----
					Total R.O.W. MAINTENANCE		435.05
Dept: TRUNKLINE R.O.W. MAINTENANCE							
202-460.500-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/8/13	71791	26464299	12/19/2013	11.30
							-----
					Total TRUNKLINE R.O.W. MAINTENANCE		11.30
							-----
					Fund Total		5,781.46
Fund: LOCAL ST. FUND							
Dept:							
203-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT PAYROLL FOR 12-19-13	403		12/19/2013	3,576.58
							-----
					Total		3,576.58
Dept: STREET SURFACE							
203-450.000-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791	26436732	12/19/2013	90.40
							-----
					Total STREET SURFACE		90.40
Dept: R.O.W. MAINTENANCE							
203-460.000-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/8/13	71791	26464299	12/19/2013	463.30
							-----
					Total R.O.W. MAINTENANCE		463.30
Dept: WINTER MAINTENANCE							
203-500.000-801.000		CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 12/1/13	71791	26436732	12/19/2013	5.65
							-----
					Total WINTER MAINTENANCE		5.65
							-----
					Fund Total		4,135.93
Fund: RECREATION FUND							
Dept:							
208-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT PAYROLL FOR 12-19-13	403		12/19/2013	2,836.51
							-----
					Total		2,836.51
Dept: RECREATION DEPARTMENT							
208-751.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757	7003454/002 01/14	12/19/2013	1,112.19
208-751.000-801.000		CONTRACTUA	CURRENT OFFICE SOLUTIONS COPIER LEASE	71768	244302	12/19/2013	15.61
208-751.000-862.000		LODGING AN	VISA MAYORS RECEPTION/HUNG HOWIES	71814	#### ## 3956	12/19/2013	97.22
							-----
					Total RECREATION DEPARTMENT		1,225.02
							-----
					Fund Total		4,061.53
Fund: ECONOMIC DEVELOPMENT CORP FUND							
Dept: ECONOMIC DEVELOPMENT							
244-174.000-801.000		CONTRACTUA	HILLSDALE DAILY NEWS 3 MEADOWS ADS	71782		12/19/2013	28.50
							-----
					Total ECONOMIC DEVELOPMENT		28.50
							-----
					Fund Total		28.50
Fund: TAX INCREMENT FINANCE ATH.							

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 6

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: TAX INCREMENT FINANCE ATH.							
Dept: CAPITAL OUTLAY							
247-900.000-801.247	CONTRACTUA		MINDI MEYER FACADE GRANT	71794		12/19/2013	10,000.00
					Total CAPITAL OUTLAY		10,000.00
						Fund Total	10,000.00
Fund: LIBRARY FUND							
Dept:							
271-000.000-214.750	DUE TO IMP		PAYROLL ACCOUNT PAYROLL FOR 12-19-13	403		12/19/2013	4,646.40
					Total		4,646.40
Dept: LIBRARY							
271-790.000-715.000	HEALTH AND		BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757		12/19/2013	1,112.19
					7003454/002 01/14		
271-790.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	10.25
					56258		
271-790.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	14.85
					55900		
271-790.000-726.000	SUPPLIES		HEFFERNAN SOFT WATER SERVICE 5 GALLON WATER	71779		12/19/2013	5.75
					56066		
271-790.000-726.000	SUPPLIES		VISA BLUEMOUNTAIN ECARDPLUS	71814		12/19/2013	19.99
					#### #### #### 5167		
271-790.000-726.000	SUPPLIES		CURRENT OFFICE SOLUTIONS	71768		12/19/2013	240.06
			Library Supplies		421694		
271-790.000-726.000	SUPPLIES		DEMCO, INC. Library Supplies	71770		12/19/2013	120.97
					5154533		
271-790.000-726.000	SUPPLIES		GRIFFIN PEST SOLUTIONS Pest Control	71778		12/19/2013	41.00
					1110535		
271-790.000-801.000	CONTRACTUA		CINTAS CORPORATION Library Floor Mats	71763		12/19/2013	28.66
					351657167		
271-790.000-801.000	CONTRACTUA		GREAT AMERICAN LEASING CORP. Konica Minolta Copier Return	71777		12/19/2013	448.60
					003-0504026-000		
271-790.000-801.000	CONTRACTUA		UNIQUE MANAGEMENT SRVS., INC. Monthly placements	71812		12/19/2013	50.00
					248656		
271-790.000-861.000	TRAINING &		WOODLANDS LIBRARY COOPERATI Performers Showcase	71817		12/19/2013	20.00
271-790.000-920.000	UTILITIES		MICHIGAN GAS UTILITIES	404		12/19/2013	166.13
			GAS UTILITY FOR LIBRARY		4614927-4 10/13		
271-790.000-920.000	UTILITIES		MICHIGAN GAS UTILITIES GAS UTILITY FOR LIBRARY	71795		12/19/2013	648.58
					4614927-4 11/13		
271-790.000-930.000	REPAIRS &		AMERICAN COPPER AND BRASS, LLC BALLAST, BULBS	71750		12/19/2013	67.11
					1396151		
271-790.000-930.000	REPAIRS &		AMERICAN COPPER AND BRASS, LLC BULBS	71750		12/19/2013	58.12
					1395687		
271-790.000-982.000	BOOKS		BAKER & TAYLOR COMPANY December Adult Book Order	71753		12/19/2013	256.67
					2028837845		
271-790.000-982.000	BOOKS		BAKER & TAYLOR COMPANY Adult Book Order - November	71753		12/19/2013	62.04
					2028823525		
271-790.000-982.001	BOOKS - FR		CHIPPEWA RIVER DIST. LIBRARY Damaged MeL Book	71762		12/19/2013	12.99
					Total LIBRARY		3,383.96
Dept: LIBRARY - CHILDREN'S AREA							
271-792.000-982.000	BOOKS		BAKER & TAYLOR COMPANY October Book Order Kids	71753		12/19/2013	17.88
					2028837842		
271-792.000-982.000	BOOKS		BAKER & TAYLOR COMPANY Kids Book Order - November	71753		12/19/2013	46.89
					2028837843		
271-792.000-982.000	BOOKS		BAKER & TAYLOR COMPANY Kids Book Order - November	71753		12/19/2013	38.05
					2028823526		
271-792.000-982.000	BOOKS		BAKER & TAYLOR COMPANY Kids book order for September	71753		12/19/2013	9.80
					2028837841		
271-792.000-982.000	BOOKS		BAKER & TAYLOR COMPANY December Children's Book Order	71753		12/19/2013	520.77
					2028837844		
271-792.000-982.000	BOOKS		THE BOOK FARM, INC. Children's Book	71758		12/19/2013	14.95
					ERGWEB2002-1		
					Total LIBRARY - CHILDREN'S AREA		648.34

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 7

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount	
Account	Abbrev	Invoice Description	Number	Number	Date			
Fund: LIBRARY FUND							Fund Total	8,678.70
Fund: CAPITAL IMPROVEMENT FUND								
Dept:								
401-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT	403		12/19/2013		18.84	
		PAYROLL FOR 12-19-13						
							Total	18.84
Dept: CAPITAL OUTLAY								
401-900.000-975.040	COMPREHENS	CDW-G COMPUTER CENTERS	71761		12/19/2013		5,282.58	
		COMPUTERS						
						HQ19665		
							Total CAPITAL OUTLAY	5,282.58
							Fund Total	5,301.42
Fund: STOCK'S PARK								
Dept: PARKS								
409-756.000-801.000	CONTRACTUA	JAMES LITTLE	71789		12/19/2013		126.00	
		BRICK ENGRAVING						
						13220		
							Total PARKS	126.00
							Fund Total	126.00
Fund: AIRPORT IMPROVEMENT FUND								
Dept: CAPITAL OUTLAY								
481-900.000-801.000	CONTRACTUA	HILLSDALE AERO, INC.	71780		12/19/2013		90.12	
		FUEL RECONCILIATION						
481-900.000-975.481	AIRPORT RU	HILLSDALE DAILY NEWS	71782		12/19/2013		85.40	
		PUBLIC NOTICE-AIRPORT CONSULTS						
481-900.000-975.481	AIRPORT RU	VISA	71814		12/19/2013		34.00	
		GAVEL/AIRPORT LUNCH						
						#### #### #### 4004		
							Total CAPITAL OUTLAY	209.52
							Fund Total	209.52
Fund: DIAL-A-RIDE FUND								
Dept:								
588-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT	403		12/19/2013		6,598.46	
		PAYROLL FOR 12-19-13						
							Total	6,598.46
Dept: DIAL-A-RIDE								
588-588.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013		2,374.87	
		TEAMSTERS HEALTH INS JAN 2014						
588-588.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013		1,112.19	
		NON UNION HEALTH INS JAN 2014						
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	71779		12/19/2013		0.60	
		5 GALLON WATER						
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	71779		12/19/2013		9.50	
		5 GALLON WATER						
588-588.000-726.000	SUPPLIES	GELZER & SON INC.	71775		12/19/2013		3.39	
		BLK SCKT ADPTR						
588-588.000-726.000	SUPPLIES	GELZER & SON INC.	71775		12/19/2013		35.98	
		FLUOR BULBS						
588-588.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE	71802		12/19/2013		9.38	
		WIPER BLADES						
588-588.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE	71802		12/19/2013		-8.82	
		BELT/CORE RETURN FOR #65						
588-588.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE	71802		12/19/2013		207.89	
		ALTERNATOR FOR #65						
588-588.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE	71802		12/19/2013		142.89	
		ALTERNATOR #2 FOR #65						
588-588.000-740.000	FUEL AND L	WATKINS OIL COMPANY	71815		12/19/2013		2,146.94	
		11/2013 FLEET FUEL						
588-588.000-801.000	CONTRACTUA	CITY OF HILLSDALE	71764		12/19/2013		5.80	
		PETTY CASH						
588-588.000-801.000	CONTRACTUA	WELLS EQUIPMENT SALES, INC.	71816		12/19/2013		287.64	
		CHECK OUT REGEN LIGHT						
						44433		

INVOICE APPROVAL LIST BY FUND  
DECEMBER 9, 2013

Date: 12/19/2013  
Time: 5:09pm  
Page: 8

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: DIAL-A-RIDE FUND							
Dept: DIAL-A-RIDE							
588-588.000-955.588		MISC-CDL	CHERYL COX CDL RENEWAL	71767		12/19/2013	23.50
							-----
					Total DIAL-A-RIDE		6,351.75
						Fund Total	----- 12,950.21
Fund: PUBLIC SERVICES INV. FUND							
Dept: PUBLIC SERVICES INVENTORY							
633-233.000-726.000		SUPPLIES	DORNBOS SIGN & SAFETY INC CONES, SIGN BLANKS, DECALS	71771		12/19/2013	1,591.50
					14042		-----
					Total PUBLIC SERVICES INVENTORY		1,591.50
						Fund Total	----- 1,591.50
Fund: REVOLVING MOBILE EQUIP. FUND							
Dept:							
640-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT PAYROLL FOR 12-19-13	403		12/19/2013	1,893.79
							-----
					Total		1,893.79
Dept: MOBILE EQUIPMENT MAINTENANCE							
640-444.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI TEAMSTERS HEALTH INS JAN 2014	71757		12/19/2013	1,228.38
640-444.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS JAN 2014	71757	7003454/006 01-14	12/19/2013	1,112.19
640-444.000-726.000		SUPPLIES	FASTENAL WINTER GLOVES, GRNDNG WHEEL	71773	7003454/002 01/14 MIJON45989	12/19/2013	35.42
640-444.000-726.000		SUPPLIES	JACKSON TRUCK SERVICE INC. FILTERS, BRAKE CLEANER	71786	PC01246340:001	12/19/2013	62.64
640-444.000-726.000		SUPPLIES	PERFORMANCE AUTOMOTIVE ARMORALL	71802	1084029	12/19/2013	39.19
640-444.000-726.000		SUPPLIES	PERFORMANCE AUTOMOTIVE ARMORALL	71802	1084028	12/19/2013	14.78
640-444.000-726.000		SUPPLIES	SPRATT'S LP TANK FILL/14" CHAINS	71807	151806	12/19/2013	24.53
640-444.000-730.000		VEH./EQUIP	GODFREY BROTHERS, INC. WHEELS FOR #54.6	71776	S74851	12/19/2013	49.43
640-444.000-730.000		VEH./EQUIP	GODFREY BROTHERS, INC. SEAL FOR #54	71776	S75035	12/19/2013	22.32
640-444.000-730.000		VEH./EQUIP	GODFREY BROTHERS, INC. BEARINGS FOR #54	71776	S75053	12/19/2013	23.37
640-444.000-730.000		VEH./EQUIP	JACKSON TRUCK SERVICE INC. FILTERS, BRAKE CLEANER	71786	PC01246340:001	12/19/2013	50.83
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE HYD HOSE, FITTINGS	71802	1084053	12/19/2013	136.60
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE GAUGE FOR #17	71802	1083955	12/19/2013	21.49
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE FITTINGS FOR #43	71802	1083847	12/19/2013	4.18
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE CABLE FOR #11	71802	1083668	12/19/2013	20.49
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE HYD HOSE, FITTINGS FOR #21	71802	1083259	12/19/2013	76.32
640-444.000-730.000		VEH./EQUIP	PERFORMANCE AUTOMOTIVE HYD HOSE, FITTINGS FOR #9	71802	1082841	12/19/2013	28.75
640-444.000-730.000		VEH./EQUIP	SPRATT'S LP TANK FILL/14" CHAINS	71807	151806	12/19/2013	72.00
640-444.000-730.000		VEH./EQUIP	SPRATT'S PARTS FOR #140 REPAIRS	71807	1122	12/19/2013	198.65
640-444.000-730.301		POLICE VEH	PERFORMANCE AUTOMOTIVE SCRATCH FIX	71802	1083421	12/19/2013	7.39
640-444.000-730.301		POLICE VEH	PERFORMANCE AUTOMOTIVE JUMP STARTER	71802	1084025	12/19/2013	165.59
640-444.000-730.301		POLICE VEH	STILLWELL FORD MERCURY, INC KEYS UNIT 2-4	71809	158184	12/19/2013	6.50
640-444.000-740.000		FUEL AND L	WATKINS OIL COMPANY 11/2013 FLEET FUEL	71815		12/19/2013	4,568.88
640-444.000-740.301		FUEL AND L	WATKINS OIL COMPANY 11/2013 FLEET FUEL	71815		12/19/2013	2,716.68

INVOICE APPROVAL LIST BY FUND  
 DECEMBER 9, 2013

Date: 12/19/2013  
 Time: 5:09pm  
 Page: 9

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: REVOLVING MOBILE EQUIP. FUND							
Dept: MOBILE EQUIPMENT MAINTENANCE							
640-444.000-742.000		CLOTHING /	CINTAS CORPORATION	71763		12/19/2013	14.85
			RUGS/UNIFORMS - DPS		351657172		
640-444.000-742.000		CLOTHING /	CINTAS CORPORATION	71763		12/19/2013	14.85
			RUGS/UNIFORMS - DPS		351657774		
640-444.000-801.000		CONTRACTUA	CINTAS CORPORATION	71763		12/19/2013	22.87
			RUGS/UNIFORMS - DPS		351657172		
640-444.000-801.000		CONTRACTUA	CINTAS CORPORATION	71763		12/19/2013	22.87
			RUGS/UNIFORMS - DPS		351657774		
640-444.000-801.301		POLICE VEH	PARNEY'S CAR CARE	71800		12/19/2013	32.95
			SERVICE REPAIRS		55017		
640-444.000-801.301		POLICE VEH	STILLWELL FORD MERCURY, INC	71809		12/19/2013	263.13
			SERVICE REPAIRS 2-4		543366		
640-444.000-801.301		POLICE VEH	CITY OF HILLSDALE	71764		12/19/2013	5.60
			PETTY CASH				
Total MOBILE EQUIPMENT MAINTENANCE							11,063.72
Fund Total							12,957.51
Fund: DPS LEAVE AND BENEFITS FUND							
Dept:							
699-000.000-214.750		DUE TO IMP	PAYROLL ACCOUNT	403		12/19/2013	759.55
			PAYROLL FOR 12-19-13				
Total							759.55
Dept: PUBLIC SERVICES DEPARTMENT							
699-441.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	6,223.77
			TEAMSTERS HEALTH INS JAN 2014		7003454/006 01-14		
699-441.000-715.000		HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI	71757		12/19/2013	463.02
			NON UNION HEALTH INS JAN 2014		7003454/002 01/14		
Total PUBLIC SERVICES DEPARTMENT							6,686.79
Fund Total							7,446.34
Grand Total							207,845.43

VENDOR APPROVAL SUMMARY REPORT  
 DECEMBER 19, 2013

Date: 12/19/2013  
 Time: 5:03pm  
 Page: 1

Hillsdale City Offices

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AMERICAN COPPER AND BRASS, LLC	2432	SLOAN SPUD COUPLING	196.45	0.00
APOLLO FIRE EQUIPMENT COMPANY	3830	SERVICED HURST POWER UNIT	534.31	0.00
B. S. & A. SOFTWARE	3076	TABLET TRAINING	850.00	0.00
BAKER & TAYLOR COMPANY	0011	December Children's Book Order	952.10	0.00
BAMA FOUR, LLC\SUD-Z COIN WASH	1540	FOOTBALL UNIFORM CLEANING	201.25	0.00
BARRET INSURANCE AGENCY	1961	INSURANCE PREMIUM	4,600.00	0.00
BEAVER RESEARCH COMPANY	2491	GLASS CLEANER	81.66	0.00
BLUE CROSS & BLUE SHIELD OF MI	2013	FIREFIGHTER HEALTH INS JAN 14	40,848.10	0.00
THE BOOK FARM, INC.	1124	Children's Book	14.95	0.00
TED BRENDEL	2942	2013 EQUIPMENT ALLOWANCE	50.00	0.00
C M P DISTRIBUTOR, INC.	1300	PADDLE HOLSTER	52.99	0.00
CDW-G COMPUTER CENTERS	2817	COMPUTERS	5,282.58	0.00
CHIPPEWA RIVER DIST. LIBRARY	1858	Damaged MeL Book	12.99	0.00
CINTAS CORPORATION	0020	RUGS/UNIFORMS - DPS	428.36	0.00
CITY OF HILLSDALE	0015	PETTY CASH	388.36	0.00
CLARK HILL	2029	LEGAL FEES-METAVATION	535.00	0.00
COBRA MOTORCYCLES, INC.	2144	REFUND MBT PERCENTAGE ERROR	100.59	0.00
CHERYL COX	1413	CDL RENEWAL	23.50	0.00
CURRENT OFFICE SOLUTIONS	0035	LABELS, EXP FOLDERS, COMBS	935.73	0.00
JASON DECK	1133	2013 EQUIPMENT ALLOWANCE	50.00	0.00
DEMCO, INC.	3327	Library Supplies	120.97	0.00
DORNBOSS SIGN & SAFETY INC	2170	CONES, SIGN BLANKS, DECALS	1,591.50	0.00
EAST 2 WEST ENTERPRISES, INC.	1299	MOP & DISPATCH NOV 2013	40.00	0.00
FASTENAL	0538	WINTER GLOVES, GRNDNG WHEEL	173.10	0.00
GAMPCO	2142	REFUND VALUE ADJUSTMENT	1,671.50	0.00
GELZER & SON INC.	0027	FLUOR BULBS	81.31	0.00
GODFREY BROTHERS, INC.	2132	BEARINGS FOR #54	143.36	0.00
GREAT AMERICAN LEASING CORP.	1678	Konica Minolta Copier Return	448.60	0.00
GRIFFIN PEST SOLUTIONS	2116	Pest Control	41.00	0.00
HEFFERNAN SOFT WATER SERVICE	3248	5 GALLON WATER	157.50	0.00
HILLSDALE AERO, INC.	0236	FUEL RECONCILIATION	846.12	0.00
HILLSDALE COUNTY TREASURER*	0676	BILLBACKS	3.12	0.00
HILLSDALE DAILY NEWS	0034	3 MEADOWS ADS	214.90	0.00
HILLSDALE POLICY GROUP, LTD.	1968	NOVEMBER 2013 HPG SERVICES	7,933.64	0.00
HILLSDALE TRANSFER STATION	1768	NOV 2013 COUPONS	662.50	0.00
HR DIRECT	0527	ATTENDANCE CALENDARS 2014	59.93	0.00
JACKSON TRUCK SERVICE INC.	0086	FILTERS, BRAKE CLEANER	113.47	0.00
JONESVILLE LUMBER	2326	SERVICE CHARGE	27.11	0.00
KCI	2121	WINTER 2013 TAX BILLS MAILING	456.08	0.00
JAMES LITTLE	1640	BRICK ENGRAVING	126.00	0.00
LOREN & SHIRK	0043	NOV LEGAL FEES	3,296.70	0.00
MANPOWER OF LANSING	3088	TEMP EMPLOYEES W/E 12/8/13	1,565.05	0.00
MARKET HOUSE	0164	OFFICE/CLEANING SUPPLIES	43.68	0.00
MATTHEW BENDER & CO., INC.	1344	MI PENAL CODE/MOTOR VEH LAW	98.58	0.00
MINDI MEYER	2145	FACADE GRANT	10,000.00	0.00
MICHIGAN GAS UTILITIES	0081	GAS UTILITY FOR LIBRARY	1,948.26	166.13
MIKA MEYERS BECKET & JONES PLC	1889	LABOR ATTORNEY FEES NOV 2013	75.00	0.00
MT ENGINEERING, LLC	1690	PRINTS/PLANS MAPPING UPDATES	337.75	0.00
NONIK TECHNOLOGIES, INC.	1392	REPLACEMENT CABLE	15.00	0.00
NYE UNIFORM COMPANY	0092	MOCK TURTLENECK	48.89	0.00
PARNEY'S CAR CARE	2412	SERVICE REPAIRS	32.95	0.00
PAYROLL ACCOUNT	0242	PAYROLL FOR 12-19-13	0.00	93,373.02
PERFORMANCE AUTOMOTIVE	0961	SUPPLIES	874.51	0.00
PRECISION GAGE INC.	2143	MBT PERCENTAGE EROR REFUND	6,673.19	0.00
PRINTING SYSTEMS	0100	W2'S/1099'S	228.93	0.00
REPUBLIC SERVICES OF KALAMAZOO	1428	DUMPSTER AT AIRPORT	207.32	0.00
KEVIN RIZE	2141	REGISTRATION FEE/DUFF	0.00	500.00
RYAN & BRADSHAW	0056	HYDRANT KEY	9.00	0.00
SPRATT'S	0088	PARTS FOR #140 REPAIRS	295.18	0.00
SPRINT	1137	PHONE SERVICES	128.27	0.00
STILLWELL FORD MERCURY, INC	2065	KEYS UNIT 2-4	269.63	0.00
SUD-Z DRY CLEANERS	1067	DRY CLEANING	238.62	0.00
TYLER TECHNOLOGIES, INC.	0261	FUND BALANCE SOFTWARE SUPPORT	5,389.04	0.00
UNIQUE MANAGEMENT SRVS., INC.	2095	Monthly placements	50.00	0.00
USA MOBILITY WIRELESS, INC.	0845	PAGER RENTAL - DPS	18.95	0.00
VERMEER OF MICHIGAN, INC	2715		0.00	0.00

VENDOR APPROVAL SUMMARY REPORT  
DECEMBER 19, 2013

Date: 12/19/2013  
Time: 5:03pm  
Page: 2

Hillsdale City Offices

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
VISA	1154	BLUEMOUNTAIN ECARDPLUS	794.41	0.00
WATKINS OIL COMPANY	2278	11/2013 FLEET FUEL	9,809.10	0.00
WELLS EQUIPMENT SALES, INC.	2372	CHECK OUT REGEN LIGHT	287.64	0.00
WOODLANDS LIBRARY COOPERATI	0064	Performers Showcase	20.00	0.00
Grand Total:			113,806.28	94,039.15

## SHADE TREE COMMITTEE

### Meeting Minutes

December 18<sup>th</sup> 2013

Gary Stachowicz, Hillsdale City Forester, called the Shade Tree meeting to order at 3:08 P.M. This meeting was held in place of the November 6<sup>th</sup> 2013 meeting that had been postponed.

#### Board members present:

Keith Richard, Director of Public Services, Angie Girdham, Dr. Maria Bidney and Barb Vallieu attended the meeting. Carl Heinowski was excused from the meeting.

#### Approval of minutes:

Barb Vallieu made a motion to approve the minutes of the August 7<sup>th</sup> 2013 meeting. The motion was seconded by Keith Richard. Minutes were unanimously approved.

#### Public comments:

None

#### Old business:

- A. **2013 Tree and Stump Removals:** Gary reported that all tree removals put up for bid this past fall had been removed to his satisfaction and that all work was completed ahead of schedule. Ultimate Tree Service of Jonesville, Michigan was contracted to perform the work for \$13,000. However, Gary also reported that he approved an additional \$3,926.00 worth of removals which was completed by Ultimate Tree Service.

#### New business:

- A. **Tree City USA application:** Gary said that he and Kathy have been working on this year's Tree City USA application and hopes to have it completed and submitted by the December 31<sup>st</sup> deadline. Gary explained the four standards that must be met by communities to qualify for Tree City USA recognition as well as some of the benefits of being a Tree City.
- B. **Charles Street tree removals:** Gary informed the committee that due to the recent reconstruction of Charles Street, eleven (11) city trees had to be removed. Originally, four (4) trees were planned for removal but due to conflicts with new sidewalk and driveway approaches, seven(7) more had to be removed. Keith explained in detail the issues with the engineer and the contractor involved with the project and why the additional trees had to be removed.



- C. **Tree Valuations:** Gary explained to the committee the process he uses to determine the value of city trees. This procedure is used to place a monetary value on city trees that may need to be removed as it relates to new building projects or trees that have been removed without authorization. Before the city can seek restitution for trees that have been illegally removed or payment for trees that will need to be removed relating to new construction sites, values must be placed on them. The values are based on guidelines set forth by the Michigan Forestry and Park Association and have been adopted by the City of Hillsdale. Trees in urban landscapes have a value and this system is used to determine that value.
- D. **2014 Meeting Dates:** Committee members were given the dates for the 2014 Shade Tree meetings.
- E. **Member's contact information:** Each member was asked to provide contact information to the city in the event that future meetings need to be postponed or meeting times need to be changed.

**Adjournment:**

Keith made a motion to adjourn the Shade Tree meeting at 4:25 P.M., seconded by Dr. Bidney.

The next meeting is scheduled for Wednesday, February 5, 2014 at 3:00 P.M. on the second floor conference room at City Hall.

*Respectfully submitted by Gary Stachowicz and Keith Richard*

**Economic Development Corporation**  
**City of Hillsdale 2<sup>nd</sup> Floor Conference Room, City Hall**  
**October 17, 2013 7:30 AM**  
**Minutes**

Meeting was called to order at 7:40 am.

Members present were as follows; David Foulke, David Loader, Anne Fike, Dean Affholter , Ed Sumnar, Gary Wolfram (arrived late).

Members Absent were as follows; Matt Granata, Barry Hill (excused) and Victoria Bergen (excused).

Term expired: Marian Burlingham

Others Present: Alan Beeker, Kim Thomas, Mary Wolfram

Due to the absence of the Chair, Matt Granata, the need for a temporary chair was noted. Mary Wolfram suggested Ed Sumnar, who agreed.

**I. Consent Agenda: Approval of Minutes.**

The minutes from the meeting held on August 15, 2013 were reviewed. Gary Wolfram moved to approve the consent agenda, Ed Sumnar, supported. The motion was approved by unanimous vote.

**II. Public Comment on Agenda**

No public comment

**III. New Business**

A. Board Nominations

i. EDC Member Nominations

Candidates for the vacant board member position were discussed. JJ Hodshire was asked if he would consider serving on the EDC board. The resume for Ms. Amanda Janes was reviewed. Mr. Sumnar commented that all nominations need to go through the City Governance Committee before final approval. Ms. Wolfram stated that according to the charter, the mayor is the entity that actually makes the appointment. Mr. Affholter motioned to have both names submitted to the Mayor; Mr. Sumnar supported. The motion was approved by unanimous vote. The board will consider future appointments from the ISD or Community School Districts.

ii. Chair Nominations

Mr. Wolfram nominated Barry Hill as the new Chairman of the EDC. Mr. Sumnar supported, the nomination was approved by unanimous vote.

iii. Vice-Chair Nominations

Mr. Sumnar nominated Dean Affholter for the position of Vice Chairman. The nomination was supported by Mr. Foulke, approved by unanimous vote.

iv. Business Review Committee Nominations

The board discussed renewing the existing board as it stands. Mr. Sumnar nominated the existing BRC members; David Foulke, Matt Granata and Victoria Bergen. Mr. Wolfram supported, the nominees were approved by unanimous vote.

v. Three Meadows Architectural Control Committee Nominations

The board discussed renewing the existing board as it stands. Mr. Sumnar nominated the existing Architectural Control Comm. members: David Foulke, Matt Granata and Barry Hill. Mr. Affholter supported, the nominees were approved by unanimous vote.

B. Commercial Rehabilitation Exemption:

Stillwell Ford Lincoln

EDC reviewed the CRE application for Stillwell Ford Lincoln. The point was made that Community Schools do not have a stake in the CRE because the CRE does not exempt school operating taxes, but the ISD does lose monies due to the CRE. The ISD was notified of the application but chose not to respond. Upon receipt of CRE applications, City Council has 60 days to act. The BRE reviews the applications in the interim between EDC regular meetings. The board discussed the change from past application analysis of the foregone taxes, when it was performed by the City Assessor. The Assessor has ceased doing this due to the appearance of conflict of interest. Mr. Affholter requested clarification regarding which organization would lose the most monies if the CRE for Stillwell Ford Lincoln was granted. The breakdown was as follows: City, ISD and then County. Mr. Sumnar motioned that the CRE application be approved for the full 10 year period; Mr. Foulke supported the motion. The motion was passed by unanimous vote.

C. Industrial Facilities Tax Exemption:

Precision Gage Inc.

The application for the IFT was discussed at length. The main topic of discussion revolved around the question of weight given to number of new versus existing employees. After much discussion, Mr. Wolfram recommended that the IFT be granted to Precision Gage Inc. for a period of 11 years. Mr. Affholter supported the recommendation and the board confirmed the recommendation by unanimous vote.

Mr. Sumnar questioned whether the Rubric equation process should be re-evaluated. He would like to know the process that Lenawee and Branch Counties use when considering IFT exemptions.

D. Advertising Three Meadows

Discussion ensued regarding the need for advertising of lots in the Three Meadows Sub-division. It is the only residential development in the city which offers full city services. Ms. Wolfram stated that advertising in the local newspaper would be very inexpensive for the size of the ads. She also stated that utilizing the Multiple Listing Service would require retaining a licensed realtor. Mr. Sumnar thought it a good idea to add a bullet citing the availability of Dial-A-Ride to the advertisement. Mr. Wolfram recommended that the EDC purchase advertising in the local newspaper for the Three Meadows Development and Mr. Affholter supported. The board accepted by unanimous vote.

#### IV. Old Business

A. Sign: Manufacturing & Technology Park

Website Advertising vs. Monument Signage

EDC currently has a contract with Greg Meyers of 3M Consulting to create and maintain a web presence in which advertising of the Technology Park should have a presence. There has been little in the way of presence on the website.

Linda Brown suggested that the EDC purchase a small parcel at the rear of the Industrial Park, (at the rear of the Hoekstra Trucking parcel) on which to place a monument sign. A second parcel option would be at intersection of Beck Road, Industrial Drive and Carleton Road.

Mr. Sumnar suggested that the EDC approach MDOT to find out how much a state road sign indication the Technology Park location would cost. Since the park does not have a single main entrance, a further problem arises as to where to locate any signage.

After much discussion, it was determined that creating a web page devoted to the Manufacturing and Technology Park would be far less expensive than the parcel purchase, construction and maintenance of a monument sign.

#### B. Tax Abatements -advertising abatement availability

Ms. Wolfram opened the discussion by asking the corporation to help eliminate what she sees as ambiguity in how tax abatement information is advertised. The availability of tax abatements has been advertised, but they continue to be under-utilized. One of the criteria is that you must be the property owner. Ms. Thomas, City Assessor, suggested the EDC contact owners of empty buildings to inform them of the abatement availability. The EDC will communicate the information to the County building department. Local realtors should also be better informed of the abatement opportunities available to potential property buyers.

#### C. Obsolete Buildings

A map of the OPRA (Obsolete Properties Rehabilitation Act) district will be sent to all of the members so that the membership will be informed. OPRA offers abatement similar to the CRE. It was created to address Mixed Use buildings that do not meet the CRE requirements.

The Rental Rehabilitation Grant includes much of the same area as the OPRA district. There will be an information meeting at the library on November 7, 2013 at 5:00 pm. Bruce Johnston has been hired to help administer the Rental Rehab grant process. The grants are issued through MSHDA. The EDC has some reservations that this will all lead to creating a low income housing district.

#### — V. Economic Development Update

- . Ms. Wolfram presented a brief update to the EDC regarding vacant buildings within city.

Mr. Affholter made a motion to adjourn, Mr. Wolfram supported; the motion passed by unanimous vote. The meeting adjourned at 9:15 am.

**Next Meeting: 7:30 am, December 19, 2013**

December 10, 2013  
45 Monroe Street  
Hillsdale MI 49242

The regular Hillsdale Board of Public Utilities meeting was called to order at 7:00 pm by Mr. Jack Bierl, President of the Board.

Board Members Present: Mr. Duke Anderson, Mr. Dan Moore, & Mr. Bierl.

Board Members Absent: Mr. Bill Smith and Mr. John Waldvogel

Others Present Were: Scott Sessions, Mayor; Nate Rusk, Operations Manager; Kevin Lawrence, Water & Wastewater Superintendent; Don Reid, Hillsdale Daily News; Rick Rose, Director; and Annette Kinney, Secretary to the Board.

Moved by Mr. Anderson, seconded by Mr. Moore, to approve the minutes of the November 12, 2013 regular meeting and record in the official minute book.

Motion carried by unanimous voice vote.

**Claims Drawn on the Operations & Maintenance Fund:**

A CLEAN START	450.00
ADRIAN COMMUNICATION	309.95
ADT	158.87
AFLAC	696.80
AMERICAN COPPER &	40.06
AMERICAN ELEC POWER	84,718.99
AQUA - LINE INC	896.80
ARISTO CHEM INC	114.40
AT&T	2,203.32
BATTERY SOLUTIONS, LLC	404.00
BCBS	41,016.60
BECKER & SCRIVENS	296.00
BELSON ASPHALT	1,797.00

BRADLEY J MARTIN	171.25
BROWN WOOD PRESERVE	8,272.00
CHAMPION INC	816.89
CHEMICAL SERVICES, INC	3,480.13
CHESTNEY PUBLISHING	320.00
CHILDERS SR JAMES A	15.00
CHILDS SAMANTHA S	132.00
CINTAS LOCATION	1,389.52
CITY OF HILLSDALE	44,771.38
COMCAST	120.07
COMMUNITY ACTION AGENCY	2,706.22
CTC TECHNOLOGY &	775.00
CURRENT OFFICE	528.10
DAVID BEEM	450.00
DUBOIS TRUCKING	4,030.20
DUECO, INC.	8,705.38
ELWOOD STAFFING	2,336.00
ENVIRONMENTAL MGMT	770.07
ETNA SUPPLY COMPANY	480.00
GLOBAL ENVIRONMENTAL	600.00
GRAINGER INDUSTRIAL SUPPLY	911.06
HALLIWILL REBECCA S	125.29
HD SUPPLY	497.50
HEFFERNAN SOFT WATER	100.85
HILLSDALE DAILY NEWS	1,277.15
HILLSDALE HARDWARE	103.91
HILLSDALE HIGH - YEAR	110.00
HOLBEN ENVIRONMENTAL	150.00
HURLEY DAWN M	41.00
HUYNH THANH M	63.00
HYDRAULICAD SOFTWARE	4,500.00
HYDRO DESIGNS	1,333.00
IBEW	560.09
IN-GEN PRODUCTS	686.09
INFOSEND, INC	2,652.41
JONESVILLE LUMBER CO	57.76
KENDALL ELECTRIC	1,013.86
KENNEDY INDUSTRIES	34,335.00
KERR PUMP & SUPPLY	21,177.00
KEVIN WOLCOTT	106.75
KUBRA	2,583.44
LANDERS ALBERT G	119.00
MAJOR KAREN L	7.86

MARKET HOUSE	82.26
MB3 CONSULTING, LLC	1,050.00
MECA	7,667.00
MICHIGAN GAS	1,520.19
MICHIGAN PIPE & VALVE	5,658.72
MODERN WASTE SYSTEMS	290.00
MSCPA	785.92
MUNICIPAL SUPPLY CO	773.00
N E F CO	4.00
NONIK TECHNOLOGIES	7,097.93
NORMS TIRE SERVICE	363.28
NORTHERN PUMP & WELL	5,065.00
NORTHERN SAFETY	396.16
ONLINE UTILITY EXCHANGE	187.25
PARKER MELODY M	27.32
PERCY DELMAR R	50.00
PERFORMANCE AUTO	234.49
POWER LINE SUPPLY	1,496.50
POWERS CLOTHING, INC	448.16
REPUBLIC WASTE	473.51
RESCO ELECTRIC	66.00
REYNOLDS AMBER M	25.00
RUPERT'S CULLIGAN	31.50
SAFETY SYSTEMS, INC.	165.00
SANDERS BRENDA S	7.03
SIEMENS WATER TECH	50.00
SIR JAMES OUTERWEAR	161.45
SOLOMON CORPORATION	19,500.00
STATE OF MICHIGAN	7,853.88
STOCKHOUSE COMPUTER	1,544.80
STONE THOMAS F	9.56
SUN LIFE FINANCIAL	771.54
THE WATER STORE	10.00
TOWN ARTHUR J	69.92
TRACE ANALYTICAL	995.25
TYCO INTEGRATED	593.72
UIS PROGRAMMABLE	3,510.52
US BANK	125.00
USABLUBOOK	1,404.92
UTILITIES INSTRUMENT	4,334.31
WARD LORA A	93.00
WATKINS JR JEFFREY	100.00
WATKINS OIL COMPANY	3,187.79

WCSR	101.00
WELLS EQUIPMENT	29.03
WHITE'S WELDING	45.00
WIL-MAC SALES	615.00
WORKHEALTH	68.00

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365,622.93

Moved by Mr. Anderson, supported by Mr. Moore, to approve the above bills for November in the amount of \$365,663.08.

Roll Call: Unanimous. Motion Carried.

Moved by: Mr. Anderson, supported by Mr. Moore, to approve the MSCPA bill for October usage in the amount of 883,980.43

Roll Call: Unanimous. Motion Carried.

**Items:**

**1. Sewer Rates**

Expenses in the Sewer Department have been higher due to needed maintenance and capital projects at the WWTP. Mr. Rose believes that if the rates are rolled back to those effective 7-1-12 we would see an approximate increase of \$10,000 per month. Mr. Rose also anticipates a decrease in losses with the water meter changeout in the AMI project, which would be increased revenue of \$5,700 to \$8,550 per month.

Recommendation to move Sewer rates back to those effective 7-1-12 to meet the requirements imposed by the Michigan Department of Treasury and the Michigan Department of Environmental Quality.

Moved by: Mr. Moore, supported by Mr. Anderson, to approve and to request City Council to roll back the sewer rates to those effective July 1, 2012 and freeze until a new rate study is completed and presented.

Roll Call: Unanimous. Motion Carried



## **2. Succession Planning**

One of the primary concerns for both Board Members and Mr. Rose is succession planning for the overall utility. Mr. Rose has a number of tasks in mind that need to be accomplished to formalize the process.

Mr. Rose recommends the Personnel Committee take the lead on this.

## **3. Generating Units**

Last year we held a discussion about the future of our existing generating units and it was decided to leave a decision for the further clarification of the NESHAP rules being developed by the EPA. We have several issues that should be discussed and addressed with the Board and staff, which should include MSCPA staff.

Mr. Rose recommends the Electric Committee take the lead on this.

## **4. Presentation on Communication Audit**

Ms. Kinney presented an outline on a recently performed communication audit.

## **5. SBA Tower Change of Ownership**

SBA Tower has finalized the transfer of ownership of the tower on Uran Street to the Hillsdale County Central Dispatch.

Moved by: Mr. Anderson, supported by Mr. Moore, to authorize the Director's signature on the Assignment and Assumption document and the As-Is Bill of Sale document turning ownership of the tower over to Hillsdale County Central Dispatch pending legal review.

Roll Call: Unanimous. Motion Carried

### **Department/Incident Reports:**

- Electric Superintendent report for November
- Water/Wastewater report for November

**Information:**

**Miscellaneous:**

The Board received various reports.

**Board Member Roundtable:**

Mr. Bierl acknowledged the department/incident reports were well written and well presented.

Mr. Moore concurred regarding the reports and appreciates the information that is being shared in these reports.

**Opportunity for General Public to Address the Board:**

There being no further business to come before the Board, President Bierl declared the meeting adjourned at 8:10 p.m.

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Annette Kinney  
Secretary to the Board

pg 1 of 2

## City of Hillsdale Board of Review Meeting 7/16/2013

Meeting called to order at 9 a.m.

Present: Dave Burgee, Bonnie Kyser-LaVelle, & Marion Griffiths (board members)

Kimberly Thomas (city assessor)

Correction reviewed (listed by parcel number)	Action of Board	Special notes, if applicable
006-123-151-15	approved	
006-126-258-06	approved	winter only
006-126-126-13	approved	
006-222-479-09	approved	
006-222-481-08	approved	2013
006-222-481-08	approved	2012
006-227-151-30	approved	
006-227-152-04	approved	
006-227-152-09	approved	
006-227-251-14	approved	
006-227-252-40	approved	
006-227-276-17	approved	
006-227-276-37	approved	
006-227-277-17	approved	2010
006-227-277-17	approved	2011
006-227-277-17	approved	2012
006-327-340-15	approved	
006-727-340-15	approved	Parcel # incorrect? Out of sequence.
006-327-426-33	approved	
006-327-430-13	approved	2012
006-327-430-13	approved	2013
006-327-452-13	approved	
006-327-480-19	approved	
006-334-126-09	approved	
006-334-127-05	approved	
006-334-204-21	approved	
006-334-228-03	approved	
006-334-231-02	approved	2012
006-334-231-02	approved	2013
006-426-402-08	approved	2011
006-426-402-08	approved	2012
006-426-452-13	granted request	taxable value changed to -0-
006-435-101-21	approved	
006-900-003-90	approved	2012
006-900-003-90	approved	2013
006-900-007-40	approved	2013
006-900-007-40	approved	2012

7-16-13 mtg.

ps 2 of 2

006-900-009-40	approved	
006-900-036-60	approved	
006-900-036-60	approved	
006-900-056-60	approved	
006-900-120-10	approved	2012
006-900-120-10	approved	2013
006-900-037-60	approved	
006-900-041-30	approved	
006-900-047-75	approved	
006-900-049-25	approved	
006-900-084-00	approved	
006-900-084-25	approved	
006-900-093-40	approved	
006-900-090-00	approved	2012
006-900-090-00	approved	2013
006-900-126-15	approved	
006-900-150-10	approved	
006-900-179-00	approved	
006-900-192-75	approved	2012
006-900-192-75	approved	2013
006-900-215-40	approved	
006-900-260-20	approved	
006-911-159-00	approved	2012
006-911-159-00	approved	2013
006-911-159-05	approved	2012
006-911-159-05	approved	2013

Elected new chair.

Marion nominated Bonnie, Seconded by Dave. Approved by voice vote.

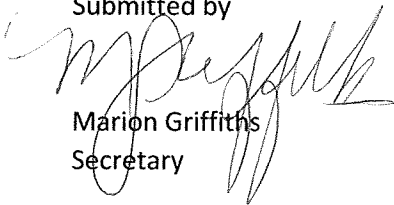
Move to adjourn - Bonnie

Second - Dave

Approved by voice vote

Adjourned at 10:10 a.m.

Submitted by



Marion Griffiths  
Secretary

Council Chambers  
Hillsdale City Hall  
97 N. Broad St.  
Hillsdale, MI 49242

December 16, 2013  
7:00 p.m.  
(517)437-6441  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)

## **CITY COUNCIL MINUTES**

City of Hillsdale  
Regular Meeting

### **Call to Order and Pledge of Allegiance**

Mayor Scott M. Sessions opened the meeting with the pledge of allegiance.

### **Roll Call**

Mayor Scott Sessions called the meeting to order with the following Council members present: Council members Brian Watkins and Adam Stockford representing Ward One; Council member Sally Kinney representing Ward Two; Council member Emily Stack Davis Ward Three; and Council members Patrick Flannery and Mary Beth Bail representing Ward Four.

Also present were City Manager Linda Brown, City Clerk Robilyn Swisher, City Attorney Lewis Loren, Michelle Loren, Rick Rose, Matt Durr (Hillsdale Daily News), Jane Englehart, Samuel Nutter, Eric Swisher, Doug Moon, Charles Rader, Scott Hephner, Gary Wolfram, Mary Wolfram, Charles Sharp, Keith Richard, Ruth Brown, and Aimee England.

### **Approval of Agenda**

No Additions

Motion by Mayor Sessions to approve the December 16, 2013 Agenda.

All ayes.

Motion carried.

### **Public Comment**

Ruth Brown, 45 Apple Run Lane, addressed Council as County Commissioner. Ruth asked council to look at the duplication of services with Sue Smith at the EDP and the Hillsdale Policy Group. Ruth feels that there is no need to have a County and a city person for these duties, and suggest council table the contract agreement and look at possibly using Sue Smith from the county instead of Hillsdale Policy Group.

Rick Rose, 22 Glendale, Director of BPU. Rick addressed council in regards to Ruth Browns comments and suggests that we need someone from the city for companies to contact. Rick feels Mary Wolfram has had better results than any other person that we have had involved in this program since BPU has started supporting it.

Doug Moon, 123 State St, spoke in support of the Hillsdale Policy Group, and keeping the service within the city.

### **Consent Agenda**

- A. Approval of Bills from December 5, 2013: Claims of \$83,634.13 Payroll of \$136,616.09
- B. Committee Reports (Pending Approval):
  - TIFA Minutes 9-17-13
  - TIFA Target Development Minutes 10-8-13
  - Council Work Session Minutes 11-25-13
- C. Council Minutes 12-2-13
- D. 2014 Council Meeting Dates

Motion by Councilperson Watkins, supported by Councilperson Flannery, to approve the Consent agenda as presented Roll call: Mayor Sessions – yes; Councilpersons Flannery – yes; Bail – yes; Kinney – yes; Stockford – yes; Watkins – yes; Stack-Davis – yes.

Approved 7-0.

Motion carried.

## **Communications and Petitions**

None

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

- A. Ordinance to Address Floodplain Management of the State Construction Code  
City Manager Linda Brown suggests council pass the Ordinance and publish it as passed.

Motion by Councilperson Watkins, supported by Councilperson Stack Davis, to approve the Ordinance to Address Floodplain Management #2013-6 as presented Roll call: Councilpersons Flannery – yes; Bail – yes; Kinney – yes; Stockford – yes; Watkins – yes; Stack-Davis – yes; Mayor Sessions – yes.

Approved 7-0.

Motion carried.

## **Unfinished Business**

- A. Local Streets Maintenance – City Manager Brown states that work is ongoing at the house on Charles Street.
- B. Code Enforcement. –  
Enforcements open November 2013  
Enforcements Closed November 2013  
City Manager Linda Brown stated that Kim is working on getting old files closed and getting some new ones open and is making good progress.

## **Old Business**

None

## **New Business**

- A. Call for Special Election- City Manager Linda Brown suggests that council pass the Resolution calling for a Special Election to be held on May 6, 2013, to fill the two vacancies on council.

Motion by Councilperson Kinney, supported by Councilperson Watkins, to approve the Call for Special Election Resolution #3158 as presented Roll call: Councilpersons Flannery – yes; Bail – yes; Kinney – yes; Stockford – yes; Watkins – yes; Stack-Davis – yes; Mayor Sessions – yes.

Approved 7-0.

Motion carried.

- B. FEMA Floodplain Resolution and Intergovernmental Agreement to Manage Floodplain Development for the National Flood Insurance Program- City Manager Linda Brown suggests that the council to pass the Resolution as presented.

Motion by Councilperson Stockford, supported by Councilperson Flannery, to approve the Counties FEMA Resolution as presented Roll call: Councilpersons Stockford – yes; Watkins – yes; Stack Davis – yes; Mayor Sessions – yes; Flannery – yes; Bail – yes; Kinney – yes.

Approved 7-0.

Motion carried.

- C. Application for Annual ROW Permit from DOT- Resolution- City Manager Linda Brown suggests that council passes the ROW Resolution as presented.

Motion by Councilperson Kinney, supported by Councilperson Watkins, to approve the ROW Resolution as presented Roll call: Mayor Sessions – yes; Councilpersons Flannery – yes; Bail – yes; Kinney – yes; Stockford– yes; Watkins – yes; Stack Davis – yes.

Approved 7-0.

Motion carried.

- D. Hillsdale Policy Group, Ltd. –Contract for Economic Development Consulting- City Manager Linda Brown suggests that council approve a contract with Hillsdale Consulting Group to provide economic development consulting services for one year and continuing on, with two minor revisions, unless either party provides the other party thirty days notice of its desire to terminate in writing.  
Mary Wolfram spoke as to what services are provided by the Hillsdale Policy Group.  
Councilperson Stockford states that he agrees with Mary’s statement about Hillsdale growing out of the economic problems.  
Mayor Sessions suggests that council look at other options for these services.

Motion by Councilperson Watkins, supported by Councilperson Kinney, to approve the Contract with Hillsdale Policy Group as presented Roll call: Councilpersons Stack Davis – yes; Watkins – yes; Stockford– yes; Kinney– yes; Bail– yes; Flannery – yes; Mayor Sessions – No.

Approved 6-1.

Motion carried.

- E. Grant for Sandy Beach Playground Equipment- City Manager Linda Brown suggests that council approve the Grant for Sandy Beach Playground Equipment as presented.

Motion by Councilperson Bail, supported by Councilperson Stack Davis, to approve the Grant for Sandy Beach Playground Equipment as presented Roll call: Mayor Sessions – yes; Councilpersons Flannery – yes; Bail – yes; Kinney– yes; Stockford– yes; Watkins– yes; Stack-Davis – yes;.

Approved 7-0.

Motion carried.

- F. Dial-A-Ride Title VI Program Resolution- City Manager Linda Brown suggests that council pass the Dial-A-Ride Title VI Resolution as presented.

Motion by Councilperson Watkins supported by Councilperson Kinney, to approve the Dial-A-Ride Title VI Resolution #3160 as presented. Roll call: Mayor Sessions – yes; Councilpersons Flannery – yes; Bail – yes; Kinney– yes; Stockford– yes; Watkins– yes; Stack Davis – yes.

Approved 7-0.

Motion carried.

### **Miscellaneous**

Appointments: Board of Special Assessors: Aimee England, one year term expiring November 2014; Zoning Board of Appeals: Aimee England, three year term expiring November 2016; and Adam Stockford, three year term, expiring November 2016.

Motion by Councilperson Watkins, supported by Councilperson Kinney, to approve the Mayoral Appointments as presented.

All Ayes

Motion carried.

### **General Public Comment**

None

**Council Comment**

Councilperson Flannery states he is working on compiling a list of all the ideas talked about at the work session about funding the streets. He also thanked Public Works for all of their work on the roads with all of the snow removal.

City Manager Linda Brown commented on how nice the open house was at the Mitchell Building. City Manager Brown also gave her appreciation for the help in putting together the Mayor's Reception.

Councilperson Watkins stated he also enjoyed the open house at the Mitchell Building

Councilperson Stockford recognized the passing of Kathy Baker, the owner of Gelzers.

Mayor Sessions also thanked everyone for coming out to the Mitchell Building open house as well as the Mayor's Reception.

**Adjournment**

Motion by Councilmember Kinney, seconded by Councilmember Watkins, to adjourn.

All ayes

Motion carried.

7:56 p.m.

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Scott M. Sessions, Mayor

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Robilyn Swisher, City Clerk



# CITY OF HILLSDALE FEE SCHEDULE

ADMINISTRATION	
SERVICE	FEE
Miscellaneous	
Photocopies	Per Page .25
Notary Service	5.00
City Audit Report	Per Page .25 Complete Report 12.00
City Budget	55.00
Returned Check	32.00
<b>PERMITS</b>	
Right of Way	
Application Fee	10.00
Annual Blanket Permit	150.00
Storm Sewer Connection fee	150.00
Sidewalk over 25 square feet	50.00
Driveway	50.00
Street Opening	100.00
Terrace/curb cut	50.00
Telecommunications	N/A
<b>LICENSES</b>	
Adult Entertainment (Sec. 8-226)	500.00
Junk Dealer (Sec. 8-282)	Annually 50.00
• Dismantling Automobiles	Additional Annually 50.00
• Used Furniture and Fixtures	Additional Annually 25.00
<b>REGISTRATIONS</b>	
Pawnbroker (Sec 8-312)	3000.00 bond + Annually 50.00
Precious Metals & Gems (Sec 8-352)	50.00
Taxicab	50.00 first car 25.00 additional cars
Solicitor/Peddler	N/A
Transient Merchant	N/A
Going out of Business	N/A
<b>ASSESSING DEPARTMENT</b>	
PUBLICATIONS/REPORTS/PRINTOUTS (May require FOIA processing):	(Use general per page copy fee for printouts and/or copies)
Property Maintenance Code as adopted (IPMC is available through the Code Council)	\$TBD
City Master Plan	\$TBD
Zoning Ordinance	\$TBD
Assessment Record Cards, Real Estate Summaries, and other property-specific reports (1 <sup>st</sup> copy to owner free)	2.00/Parcel
Multiple-property information reports (may require additional charge for set-up of non-standard reports)	.50/Page

## CITY OF HILLSDALE FEE SCHEDULE

Data Exports directly out of Assessing, Tax, Special Assessment or Building Permit/Code Enforcement software	\$TBD
Application for Zoning Administrator Review (pre-construction site plans, permanent signs, fences, awnings, land divisions, changes in use, new structures and/or changes to footprint of existing structures, etc...)	50.00 (includes desk review by Zoning Administrator only & one pre-construction property inspection)
Planning Commission Review (if required by ordinance or statute) in addition to Zoning Administrator Review above	50.00 Additional
Zoning Compliance Permit (requires approved site plan review prior to issuance)	25.00 (includes one post-construction compliance inspection)
Use & Occupancy Permit application fee (may require Zoning Administrator review for change in use and/or additional permits from County Inspection Department)(HMC Sec 6-68)	25.00 (includes initial IPMC inspection)
Zoning/IPMC/Code Enforcement Inspection or Review (Initial Keeping Animals review, Sign re-face with no change to size or content, re-inspections, special inspections requested by owner or occupant, etc...)	25.00
Petition to Amend Zoning Ordinance (Rezoning)	500.00
Petition to Zoning Board of Appeals (Variance)	300.00
Petition to Property Maintenance Board of Appeals	\$TBD
Application for Land Division/Lot Split (requires approved Zoning Administrator Review prior to Land Division Agent (Assessor) Review) - must comply with MCL 560.108-560.109b and HMC Chapter 36	75.00 (includes Zoning Administrator and Land Division Agent review)
Application for Conditional Use Permit	\$TBD
Portable & Temporary Sign Permit	\$5 for up to 30 days + \$5/each additional 30 days
Applications for Tax Abatements (IFT, OPRA, CRE, etc... if permitted by statute)	\$TBD
<b>PUBLIC SERVICES</b>	
Sidewalk Snow/Ice Removal (Sec 30-9)	Actual cost to city from independent contractor
Yard Rubbish (Sec 28-44)	25.00 first offense 50.00 first repeat offense 100.00 second and any subsequent repeat offense
<b>WATER/SANITARY SEWER SERVICES</b>	
See Board of Public Utilities	See Rules & Regulations
<b>ELECTRIC SERVICES</b>	
See Board of Public Utilities	See Rules & Regulations

## CITY OF HILLSDALE FEE SCHEDULE

CEMETERY	
<b>Lot Purchase:</b>	
• Resident-Single Grave	500.00
• Non-Resident –Single Grave	750.00
<b>Grave Opening-Closing:</b>	
<b>Single Grave:</b>	
• Weekdays- resident/non-resident	400.00
• Saturdays- resident/non-resident	450.00
• Sundays & Holidays- resident/non-resident	500.00
<b>Child Grave: (36' – 64' casket length)</b>	
• Weekdays- resident/non-resident	325.00
• Saturdays- resident/non-resident	450.00
• Sundays & Holidays- resident/non-resident	500.00
<b>Infant Grave:</b>	
• Weekdays- resident/non-resident	200.00
• Saturdays- resident/non-resident	450.00
• Sundays & Holidays- resident/non-resident	500.00
<b>Cremains:</b>	
• Weekdays- resident/non-resident	225.00
• Saturdays – resident/non-resident	300.00
Disinterment	525.00
Monument Foundation	Per Square inch of Concrete .35
Disinterment of Cremains	225.00
<b>Columbarium Purchase:</b>	
• Resident –Single Niche	500.00
• Resident-Double Niche	750.00
• Non-Resident – Single Niche	750.00
• Non-Resident- Double Niche	1000.00
<b>Opening-Closing of Niche:</b>	
• Weekdays	200.00
• Saturdays	275.00
• Sundays	500.00
<b>Shutter Lettering Charges:</b>	
• Single Niche	275.00
• Double Niche	325.00
Date Lettering	(Birth & Death Year only) 100.00

**NOTE: No Burials on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day.**

# CITY OF HILLSDALE FEE SCHEDULE

FIRE DEPARTMENT	
Fire Report	5.00
Water Purchase	3.00 per 1,000 gallons + 10.00 hook-up
Fire Code Publication	Actual Cost
LIBRARY	
Photocopies- per page	Color 1.00 B&W .20
Printer copies- per page	Color 1.00 B&W .20
<b>Library Cards:</b>	
Hillsdale City or Township Resident	N/A
Non-Hillsdale City or Twp Resident	35.00 per year per family
Replacement	2.00
Replacement of library materials	List Price
Overdue Fines	.10 per day (5.00 maximum)
<b>Meeting Room Rentals:</b>	
For Profit/Business/Other	
<b>1-4 hours</b>	
1 Room	25.00
2 Rooms	50.00
3 Rooms	75.00
<b>4+ hours</b>	
1 Room	50.00
2 Rooms	100.00
3 Rooms	150.00
Non profit 501 (c) (3) Rates	
<b>Unlimited Time</b>	
1 Room	15.00
2 Rooms	30.00
3 Rooms	45.00
MAYOR	
Marriages	25.00
POLICE DEPARTMENT	
Accident Report	5.00
Photographs	Actual Reproduction Cost + 15.00
Personal Protection Order	16.00
Salvage Title Inspection	50.00
Notary Service	5.00
Video Reproduction	25.00
Portable Breathalyzer Test (Alcohol)	5.00
Precious Metal & Gem Dealers (Sec 8-352)	(Set by Statute) 50.00

## CITY OF HILLSDALE FEE SCHEDULE

PARKS/RECREATION	
<b>Dock Rental:</b>	
• Resident	200.00
• Non-Resident	325.00
• Premium Resident	250.00
• Premium Non-Resident	375.00
<b>Owen Park</b>	
• Pavilion	75.00
• Grassy Area	75.00
• Both Pavilion & Grassy Area	225.00
<b>Mrs. Stock's Park</b>	
Wedding:	
All day Structures	400.00 + 150.00 Damage Deposit
Island or Gazebo ½ Day	100.00 + 150.00 Damage Deposit
Gazebo (Family Gathering) ½ Day	100.00 + 150.00 Damage Deposit
Grassy Area ½ Day	100.00

*Revised 12.27.13*

APPROVED IN OPEN COUNCIL MEETING THIS \_\_\_\_\_<sup>TH</sup> DAY OF JANUARY, 2014.

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:**           **January 6, 2014**

**Agenda Item #10:**   **New Business A – BPU Sewer Rate Schedule Amendment (Resolution)**

**BACKGROUND:**

I have attached a memo from Rick Rose explaining the circumstances behind the Board's request to Council to approve an amendment to the sewer rate schedule returning it back to the July 1, 2012 rate. As you can see, Mr. Rose provided a detailed explanation about the various events which placed the sewer fund in a deficit position to begin with and also provides a solution to assist in the correction.

I point out that not only were many of the problems attributable to meeting the requirements of the DEQ, they also involve the Treasury Department. In fact, Treasury has already requested an amendment to the five year plan to correct the deficit.

As you can see, the impact to the average residential customer is anticipated to be approximately \$2.50 per month. I have enclosed a Resolution to amend the rates to those included in the schedule attached to the resolution. The charges for sewer are based on two (2) components – a readiness to serve charge based on the size of the water meter and on the amount of water usage based on \$2.85 per thousand gallons of water metered.

**RECOMMENDATION:**

I recommend that Council pass the attached Resolution pursuant to the Board's request.

# Memo

**Date:** 12/17/2013  
**To:** Mayor and Council  
**Cc:** City Manager  
**From:** Rick J. Rose  
**RE:** Resolution for Sewer Rate Adjustment

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The Hillsdale Board of Public Utilities at its December 10, 2013 meeting approved the attached Resolution and Sewer Rate sheet and requests Council's approval and authorization for the Mayor's and Clerk's signatures.

For those of you that are new to Council I will provide some historical insight into the wastewater operation. In the late 1980's the plant developed some difficulties meeting the limits of our NPDES Permit, the National Pollution Discharge Elimination System Permit that regulates the operation of all wastewater plants across the U.S. This permit is the bible on how well the discharge from the plant is treated before it can be released into the St. Joe River. It was discovered that we were releasing too much ammonia after the full process and a great deal of engineering and State DEQ enforcement time was spent on this issue. The plant was found in significant non-compliance with our permit and had to enter into an enforcement consent decree with the DEQ, the results of which, were a \$60,000 fine and requirement to do a \$2,500,000 wastewater plant upgrade to the current tertiary treatment process.

We began the engineering and bonding process in 1989 and construction was completed in 1992, at this time the director and Board privatized the operation of the WWTP (wastewater treatment plant) to reduce costs and ensure appropriate operation of the facility. The company operating the plant, Williams and Works Operations Company's charges averaged approximately \$485,000 annually from 1992 through 2000, at which time we took back the operation. We brought in the staff that had been managing the plant because we felt that they had been there since the upgrades had been made and would be the most efficient transition. The first full year of operation our cost to operate dropped from \$486,000 to \$316,000. In 2005 we noticed costs beginning to climb and in 2012 had reached \$460,000, still a bit less than what we were paying to outsource 20 years earlier.

In early 2012 some issues began to appear with our long time WWTP superintendent and in May of that year personnel changes were made, at which time a number of problems came to light and we struggled to keep the plant in compliance and make some long overdue repairs to plant systems. Operations at the plant had been left to deteriorate and in some instances no longer functioned. The remainder of 2012 was spent on emergency repairs and maintenance to bring the plant back to full operational capabilities. What was discovered was the fact that a mostly brand new facility had been run to near destruction and we are faced with the results of this neglect and

Memo: Renewable Energy Study

the new staff at the plant has been working on this diligently. Due to all of the projects required at the plant the budget grew to \$675,000 in 2013 and is calculated to be around the same going forward. This is a critical issue as we are on the DEQ's radar and any problems we experience at the plant will bring closer scrutiny and higher demands. We are anticipating a letter from our district engineer over the spill into the St. Joe River several weeks ago and believe it will contain some strongly worded suggestions on actions that will need to be addressed. This type of situation is always expensive, but we will have no choice other than compliance.

To further complicate our financial situation we ran a loss in the wastewater department during an earlier rate structure, as we were trying to balance costs to our customers between water and sewer charges so that they would not see an increase. The State of Michigan Treasury required us to put into place a five year plan to correct this issue. We were doing a new water and sewer cost of service study at the time and both the rate consultant and we were using the historical data at hand. The rates developed from this study were put into place on 7/1/2011 and changed annually based upon the then perceived revenue requirements arrived at in the study. Subsequently, we have discovered those revenue needs are exceeding the rates now in place, and it is obvious that it will remain at the elevated levels for a while to address both Treasury and DEQ concerns.

We again showed a loss last year in net income of (\$70,282) and with the rates in place not recognizing the changing circumstances our rates went down on July 1, 2013 further eroding our financial position and we have a loss of just over (\$42,000) for the first five months of this fiscal year. The rate decrease was based on the retirement of the 1992 bond issue for the WWTP expansion. The Board is proposing a temporary correction to this problem by rolling back the July 1, 2013 rate decrease and reinstating the rates from July 1, 2012, which will increase revenue for the rest of the fiscal year by approximately \$60,000. We anticipate leaving the sewer rates at this level until we have completed the advanced metering project from which we anticipate much improved accuracy from our water meters and will receive a modest revenue increase from this efficiency effort. Between these two items we feel that should correct the deficit situation that we have encountered and put the sewer department back in a strong financial position and enhance our infrastructure at the same time.

The impact on our customers will be a return to rates as they were before 7/1/2013, which would be an additional \$2.50 per average residential customer. For a historical perspective the overall wastewater budget has remained around \$1,100,000 since 1992 and we feel that the additional revenue realized from these two actions will bring it into the \$1,275,000 range. The Board appreciates your attention and action on this matter.



## City of Hillsdale Resolution #

### A RESOLUTION TO AMEND THE HILLSDALE BOARD OF PUBLIC UTILITIES SCHEDULE OF SEWER RATES.

WHEREAS, the Hillsdale City Council has, by ordinance, previously established a schedule for utility rates for the Hillsdale Board of Public Utilities, and

WHEREAS, the aforementioned ordinance provides that the schedule of rates shall continue unless amended from time to time by resolution of the Hillsdale City Council upon recommendation by the Hillsdale Board of Public Utilities, and

WHEREAS, the Hillsdale Board of Public Utilities has recently reviewed the rates of the sewer department and have determined that said rates are not sufficient to cover bond debt, capital projects, operation and maintenance in the department, which is not in the best interest of our customers, and

WHEREAS, on the basis of the foregoing information, the Hillsdale Board of Public Utilities has recommended that the Hillsdale City Council amend the sewer rate schedules and adopt the rates that were effective July 1, 2012 and leave those rates in place until such time a new recommendation is made.

NOW, THEREFORE, BE IT RESOLVED that the Hillsdale Board of Public Utilities sewer rate schedule should be and is amended as per the attached schedule.

BE IT FURTHER RESOLVED that except as otherwise amended herein, the schedule of sewer rates heretofore adopted shall continue in full force and effect until changed from time to time by resolution of the Hillsdale City Council upon recommendation by the Hillsdale Board of Public Utilities.

This resolution passed this 6<sup>th</sup> day of January 2014.

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Scott Sessions, Mayor

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Robilyn Swisher, City Clerk

# HILLSDALE BOARD OF PUBLIC UTILITIES

## SEWER RATES

All sewer shall be charged a Readiness-to-Serve Charge and a Commodity Charge as follows.

### **Readiness-to-Serve Charge:**

<u>Meter Size</u>	<u>Charge</u>
3/4 inch	\$ 10.48
1 inch	\$ 17.47
1-1/2 inch	\$ 34.93
2 inch	\$ 55.89
3 inch	\$104.80
4 inch	\$174.67
6 inch	\$349.33

The Readiness-to-Serve charge is per month per dwelling unit and shall be based on the water meter size.

### **Commodity Charge:**

The commodity charge for sewer usage shall be \$2.85 per thousand gallons and shall be based on the quantity of water metered.

One hundred (100%) percent surcharge shall be added for sewer service supplied to properties outside the corporate limits of the City of Hillsdale.

**Effective July 1, 2012**

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:**           **January 6, 2014**

**Agenda Item #10:**   **New Business B – Assignment and Assumption of Land Lease - BPU**

### **BACKGROUND:**

In approximately 2000, the City was working on a plan to provide cable service to residents. During that time, a cell tower company contacted the City requesting a location to place a tower. Accordingly, the City opted to lease space in the industrial park for the purpose of erecting the tower. An agreement was entered allowing the lease of real property for purposes of constructing the tower. The agreement also included six (6) spaces on the tower for use by the City.

Unfortunately, the cable service was never completed by the City. However, the cell tower has remained and the lease payment has continued to be collected. The City allowed the County 9-1-1 service to place an antenna on the tower utilizing one of its spaces. The owner of the tower has recently entered into negotiations with the County of Hillsdale – Hillsdale County Central Dispatch to assign its interest in the tower to 9-1-1. The assignment does, however, require the City to consent to the transfer of the tower to 9-1-1. The Board recently approved the assignment and requests that the City authorize signatures on the required documents.

### **RECOMMENDATION:**

I recommend Council authorize the Mayor and Clerk's signatures on the Assignment as well as the Bill of Sale, copies of which are attached hereto.

Prepared by Nicole Boyd  
After recording return to: Khreshmore Spence  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487  
1-800-487-7483- ext. 9316

### ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_ ("Transfer Date"), by **SBA TOWERS II LLC**, a Florida limited liability company, having an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487-2797 ("Assignor"), to **COUNTY OF HILLSDALE – HILLSDALE COUNTY CENTRAL DISPATCH**, having an address of 6973 Hudson Road, Osseo, MI 49266, Attn: Douglas Sanford ("Assignee").

#### Preliminary Statement:

On November 20, 2000, City of Hillsdale, Board of Public Utilities, as Lessor, and HLH Towers, LLC, Michigan limited liability company, as Lessee, entered into that certain Land Lease Agreement, as evidenced by that certain unrecorded Memorandum of Land Lease dated November 27, 2000, as amended by that certain Amendment to Land Lease dated March 8, 2001, as assigned to Assignor by that certain Assignment and Assumption Agreement recorded May 24, 2007, in Liber 1311, Page 0887, in the Official Records of Hillsdale County, Michigan (collectively, the "Lease Agreement") with respect to real property located at Lot 53 Hillsdale Industrial Park, Hillsdale, MI, as more particularly described on Exhibit "A" attached hereto ("Property").

Assignor has agreed to assign its interest as Lessee under the Lease Agreement to Assignee, and Assignee has agreed to assume all of Assignor's right, title and interest in and to the Lease Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Lease Agreement to Assignee, its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. As of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Lease Agreement and assumes all of the Assignor's obligations under the Lease Agreement which arise or relate to the period after the Transfer Date.

3. NO MERGER. It is the intent of the parties that the Lease Agreement not merge into any other interest in the Property now or hereafter held by Assignee and the Lease Agreement shall remain a separate and distinct interest in the Property.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

5. REPRESENTATIONS. Assignor represents to Assignee that Assignor that: (a) the execution and delivery of this Assignment by Assignor has been duly and validly authorized by all requisite action; (b) this Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms; (c) Assignor is not in default or breach of the Lease Agreement and, to Assignor's knowledge, the Lease Agreement is in full force and effect; and (d) Assignor holds valid leasehold title to the Property, subject only to the matters shown on the title insurance policy ("Policy") obtained by Assignor in connection with the acquisition of the Lease Agreement. Assignor will indemnify Assignee for any cost, expense or liability arising out of any matter not described in the Policy.

6. FURTHER ACTIONS. Each of Assignor and Assignee covenant and agree, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Assignment.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ASSIGNOR:**

**SBA TOWERS II LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Name: Mark Ciarfella  
Title: Senior Vice President, Operations  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
Notary Public, MARK CIARFELLA, personally appeared, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and that by  
his signature on the instrument, the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal in the County and State last aforesaid the \_\_\_\_ day  
of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

Witnesses:

ASSIGNEE:

COUNTY OF HILLSDALE -  
HILLSDALE COUNTY CENTRAL  
DISPATCH

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Douglas Sanford  
Title: Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 201\_\_ by  
Douglas Sanford, Director of the County of Hillsdale – Hillsdale County Central Dispatch, on  
behalf of the corporation.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Witnesses:

**CONSENTED AND AGREED TO:**

**CITY OF HILLSDALE, BOARD OF  
PUBLIC UTILITIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott Sessions

Title: Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 201\_\_ by  
Scott Sessions, Mayor of the City of Hillsdale, Board of Public Utilities, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Witnesses:

**CONSENTED AND AGREED TO:**

**CITY OF HILLSDALE, BOARD OF  
PUBLIC UTILITIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robilyn Swisher  
Title: City Clerk

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 201\_\_ by Robilyn Swisher, City Clerk of the City of Hillsdale, Board of Public Utilities, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

SITUATE IN THE CITY OF HILLSDALE, COUNTY OF HILLSDALE, AND STATE OF MICHIGAN:

**PARENT PARCEL:**

A PARCEL OF LAND OUT OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 21, TOWN 6 SOUTH, RANGE 3 WEST OF THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE NORTH ONE-QUARTER (N 1/4) CORNER OF SAID SECTION 21; THENCE N 89° 41' 22" E, ALONG THE NORTH LINE OF SAID SECTION 21, 1300.50 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21; THENCE S 0° 00' 45" W, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21, 2319.87 FEET; THENCE S 89° 57' 15" W, 312.19 FEET; THENCE N 89° 19' 22" W, 320.92 FEET; THENCE S 89° 57' 15" W, 670.08 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 21; THENCE S 0° 04' 45" E, ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 21, 2309.82 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 006-221-201-03

**TOWER PARCEL:**

A PART OF LOT 53 OF HILLSDALE INDUSTRIAL PARK NO. 4, AS RECORDED IN LIBER 51, PAGE 53 OF PLATS, PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 53; THENCE NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 155.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, 80.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS WEST, 155.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 26 SECONDS WEST, 75.00 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 006-221-201-08

**AS-IS BILL OF SALE**

THIS AS-IS BILL OF SALE ("Bill of Sale") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Transfer Date"), by and between SBA TOWERS II LLC, a Florida limited liability company ("Assignor"), and COUNTY OF HILLSDALE – HILLSDALE COUNTY CENTRAL DISPATCH ("Assignee").

**RECITALS**

A. On November 20, 2000, City of Hillsdale, Board of Public Utilities, as Lessor, and HLH Towers, LLC, Michigan limited liability company, as Lessee, entered into that certain Land Lease Agreement, as evidenced by that certain unrecorded Memorandum of Land Lease dated November 27, 2000, as amended by that certain Amendment to Land Lease dated March 8, 2001, as assigned to Assignor by that certain Assignment and Assumption Agreement recorded May 24, 2007, in Liber 1311, Page 0887, in the Official Records of Hillsdale County, Michigan (collectively, the "Lease").

B. Assignor is assigning and releasing to Assignee all of Assignor's right, title, claim and interest in that certain parcel of real property (the "Real Property") which Real Property is more particularly described on Exhibit "A" attached hereto, together with any easements, rights and appurtenances thereto.

C. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), to Assignee as of the Transfer Date.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all personal property, furniture, fixtures, equipment, appliances and other items of personal property owned by Assignor and located on the Real Property, including but not limited to the one (1) telecommunications tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"). **EXCEPT AS OTHERWISE PROVIDED HEREIN, NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PERSONAL PROPERTY IS BEING TRANSFERRED IN AN "AS-IS" CONDITION**

**AND "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF ASSIGNOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY ASSIGNOR.**

3. REPRESENTATIONS. Assignor represents to Assignee that Assignor that: (a) the execution and delivery of this Bill of Sale by Assignor has been duly and validly authorized by all requisite action; (b) this Bill of Sale constitutes the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms; (c) Assignor holds good and marketable title to the Personal Property, free and clear of all liens, claims and encumbrances. Assignor will indemnify Assignee for any cost, expense or liability arising out of a breach of Section 3.

4. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

5. BINDING EFFECT. This Bill of Sale will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. GOVERNING LAW. This Bill of Sale will be governed by and construed and enforced in accordance with the internal laws of the State of Michigan without regard to principles of conflicts of laws.

7. COUNTERPARTS. This Bill of Sale may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS BILL OF SALE has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

**ASSIGNOR:**

**SBA TOWERS II LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Mark Ciarfella  
Senior Vice President, Operations

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ASSIGNEE:**

**COUNTY OF HILLSDALE –  
HILLSDALE COUNTY CENTRAL  
DISPATCH**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Douglas Sanford  
Title: Director

**CONSENTED AND AGREED TO:**

**CITY OF HILLSDALE, BOARD OF  
PUBLIC UTILITIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Scott Sessions  
Title: Mayor

**CONSENTED AND AGREED TO:**

**CITY OF HILLSDALE, BOARD OF  
PUBLIC UTILITIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robilyn Swisher  
Title: City Clerk

**EXHIBIT "A"**

SITUATE IN THE CITY OF HILLSDALE, COUNTY OF HILLSDALE, AND STATE OF MICHIGAN:

**PARENT PARCEL:**

A PARCEL OF LAND OUT OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 21, TOWN 6 SOUTH, RANGE 3 WEST OF THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE NORTH ONE-QUARTER (N 1/4) CORNER OF SAID SECTION 21; THENCE N 89° 41' 22" E, ALONG THE NORTH LINE OF SAID SECTION 21, 1300.50 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21; THENCE S 0° 00' 45" W, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21, 2319.87 FEET; THENCE S 89° 57' 15" W, 312.19 FEET; THENCE N 89° 19' 22" W, 320.92 FEET; THENCE S 89° 57' 15" W, 670.08 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 21; THENCE S 0° 04' 45" E, ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 21, 2309.82 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 006-221-201-03

**TOWER PARCEL:**

A PART OF LOT 53 OF HILLSDALE INDUSTRIAL PARK NO. 4, AS RECORDED IN LIBER 51, PAGE 53 OF PLATS, PART OF THE NORTHEAST ¼ OF SECTION 21, TOWN 6 SOUTH, RANGE 3 WEST, CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 53; THENCE NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS EAST, 155.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, 80.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS WEST, 155.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 26 SECONDS WEST, 75.00 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 006-221-201-08

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:**           **January 6, 2014**

**Agenda Item #10:**   **New Business C – Senior Center Purchase of Generator**

### **BACKGROUND:**

I have attached a letter recently received from Terry Vear, Executive Director of the Hillsdale County Senior Center. As you can see, the Center has made a decision to purchase a generator to eliminate the possibility of being without power at the Center during those times of emergencies. While the need to purchase the generator does not directly involve Council, the decision whether to assist with funding does rest with Council.

When I received the letter, I spoke with Rick Rose regarding the potential power outages. He explained that the possibility of the Center losing power for any length of time is remote inasmuch as they are located near a main feeder coming directly from the power plant. Not only is there less possibility of an outage, in the event of an outage power can be quickly restored.

As you can see from the proposed agreement attached to Ms. Vear's letter, the donations are intended to provide future fuel costs and maintenance for the generator as well.

### **RECOMMENDATION:**

Based on the desire of this Council to reduce costs, I recommend Council not approve the contract with the Senior Center.



December 20, 2013

Hillsdale City  
Linda Brown Manager  
97 N. Broad Street  
Hillsdale, MI 49242



Dear Linda:

As a designated American Red Cross Emergency Disaster site, Hillsdale County Senior Services Center Inc., aka Perennial Park, opened its doors to provide emergency shelter to Hillsdale County residents on a 24 hour basis during the 2011 ice storm. Residents of all ages, without power, were grateful for Perennial Park's ability to provide lodging, food, and shower facilities. We assisted 262 unduplicated residents, over five days, until power was restored in the entire County. Perennial Park was fortunate to only lose power for a two hour period; however, it was during that period when the Center's volunteer Board of Directors realized the need for emergency generator capabilities.

When severe weather disrupts power to thousands in our county, having emergency accommodations available is important to ALL county residents, as is the ability to provide meals and other services to our most frail elderly population. Would you be willing to commit \$500, or any other amount you can afford, annually to help us meet our goal in purchasing an emergency generator? Perennial Park is offering this service to municipalities throughout Hillsdale County, per the attached proposed working contract.

Perennial Park has solicited support from private individuals and also garnered the support from the local Hillsdale County Community Foundation through Community Match Day that was held on Friday, October 18, 2013. This event, available to a number of human service organizations in Hillsdale County, matched up to \$5,000 per agency. We were able to raise \$12,675.16 from local businesses and donors which generated \$17,675.16 in combined contributions for this one day event! Additionally, Perennial Park received a challenge grant from the Weatherwax Foundation who has agreed to donate \$75,000 toward the cost and installation of the generator once we have reached \$129,200 in matching donations. In December the Center was notified of an additional grant from the Hillsdale County Community Foundation in the amount of \$10,000 leaving us \$14,000 away from our goal!

Please review the enclosed contract and if agreeable, sign and return. If you have any questions, would like any additional information, or would like me to attend your next meeting -regarding this very worthwhile endeavor, please let me know so I may plan accordingly. I can be reached at either 517/437-2422 or [tvear@hillsdaleseniors.org](mailto:tvear@hillsdaleseniors.org).

In advance of your time, consideration and participation, thank you. Wishing you and those you love a healthy, happy and merry holiday season.

With all good intentions,

Terry Vear, Executive Director  
Enclosure

**320 West Bacon • Hillsdale, Michigan 49242 • 800.479.3348 • 517.437.2422**

**[www.hillsdaleseniors.org](http://www.hillsdaleseniors.org)**

**A private non-profit serving Hillsdale County since 1983**

# EMERGENCY GENERATOR AGREEMENT

\_\_\_\_\_ (your jurisdiction – example: Cambria Township, City of Hillsdale, Village of Jonesville, etc.) in accordance with Public Act 39 of 1976, hereby accepts the proposal of Hillsdale County Senior Services Center, Inc. (hereinafter HCSSC) to purchase and maintain the emergency generator and fuel, as needed to provide emergency shelter and facilities in the event of power loss.

As a designated American Red Cross Emergency Disaster site, HCSSC opened its doors to provide emergency shelter and facilities to county residents on a 24 hour basis during the February 2011 ice storm. Some residents of Hillsdale County were without power for five days. During this time, HCSSC was able to assist 262 unduplicated residents, with lodging, meals, and shower facilities until power was restored. HCSSC's volunteer Board of Directors realized the need for emergency generator capabilities while HCSSC experienced a loss of power for a two hour period of time.

The emergency generator capabilities will allow HCSSC to continue operations to provide a nutritionally balanced meal to those most at risk in the county. We know from past experience how much HCSSC was appreciated in the February 2011 ice storm by the thoughtful comments and thankfulness received from the many residents that used HCSSC during the power outage. The next disaster cannot be predicted; however, HCSSC can be better prepared and having an emergency generator in place is one way to do this.

We support this ongoing safeguard project with the following (mark with X):

\_\_\_\_\_ \$500 or \_\_\_\_\_, one-time fee payable by January, 2014 to assist in the initial purchase of and ongoing fuel costs of an emergency generator.

\_\_\_\_\_ \$500 annually or \_\_\_\_\_, payable by January, 2014, to assist with costs of fuel and operation as necessary, and to continue for \_\_\_ years.

HCSSC will take responsibility for the following:

- Procure funds for purchase and installation of an emergency generator.
- Arrange for installation, set-up and operation of the generator.
- Promote the availability of the emergency Disaster Site to ALL Hillsdale County residents.
- Maintain the generator via regular maintenance, and/or through repair/replacement of parts or system as required.

AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

Teresa M. Vear/Executive Director

\_\_\_\_\_  
Jurisdiction / Address

Hillsdale County Senior Services Center, Inc  
320 West Bacon Street  
Hillsdale, MI 49242

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:**        **January 6, 2014**

**Agenda Item #10:**    **New Business D – Councilperson’s List for Funding of Streets**

**BACKGROUND:**

I attached a list prepared by and received from Councilperson Flannery on January 1, 2014 with a request that it be placed on the agenda.

**RECOMMENDATION:**

I make no recommendation regarding this item.

## **Funding for Our Roads**

### **Revenue**

Special Assessments for neighborhoods

Increase PILOT payment from BPU

Reassess fees for city services

Taxes for certain services (Leaf Pick-up)

Advertise on Dial-a-Ride

### **Review of Assets**

Closing and selling roads

Sell BPU

Selling or leasing the compost operation

Selling city owned property

### **Self-Funding**

Reallocating budget to roads

Out-source building inspections

Cease unnecessary operations

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: January 6, 2014**

**Agenda Item #10: New Business E – Extension of Airport Manager Contract**

## **BACKGROUND:**

The current airport manager's contract expired on December 31, 2013. Accordingly, the City Attorney has prepared an extension of that contract on the same terms until March 31, 2014. A copy of the extension is enclosed for your reference.

## **RECOMMENDATION:**

I recommend Council authorize the Mayor and Clerk's signatures on the extension.

**AGREEMENT TO EXTEND AIRPORT MANAGEMENT/FIXED BASE  
OPERATOR AGREEMENT**

This Agreement is entered this \_\_\_ day of January 2014 between the City of Hillsdale, a Michigan municipal corporation, of 97 N. Broad Street, Hillsdale, Michigan 49242 and Hillsdale Aero, Inc. a Michigan corporation, of 3998 State Road, Hillsdale, Michigan 49242 and James Scheibner, individually, of 3851 W. Litchfield Road, Jonesville, Michigan 49250.

**Preamble**

The City of Hillsdale, Hillsdale Aero, and Scheibner previously entered an agreement under which Hillsdale Aero agreed to assume and discharge the obligations of fixed base operator on the City's airport premises and Scheibner agreed to assume and discharge the obligations of manager of the City's airport facilities. A copy of the agreement is attached and made a part hereof by reference.

By its terms, the agreement expired on December 31, 2013, but all parties have continued to operate under it, retroactively to that date and continuing forward until March 31, 2014 at 11:59 p.m., and for such additional extensions as might be agreed on and stipulated in writing.

Hillsdale Aero represents itself as being competent, capable, and willing to provide fixed base operator services during the extension period (as well as during any additional extensions) and Scheibner represents and hold himself out as being competent, qualified, and willing to provide airport management services during the extension period (as well as during any additional extensions), all in accordance with the respective representations, terms, and conditions contained in the attached agreement.

In turn and in consideration of the referenced extension agreement and its terms and conditions, the parties have entered the following extension agreement.

1. The City, Hillsdale Aero, and Scheibner hereby agree that the attached agreement and its terms and conditions should be and are hereby extended and declared binding upon each of them retroactively to December 31, 2013 and continuing thereafter until March 31, 2014 at 11:59 p.m., unless earlier terminated as provided therein.

2. It is further agreed that the attached agreement may, but is not required to be, further extended for such additional times on such terms and conditions as all of the

parties might then agree on; provided that any such extension shall be based on and require, as a condition precedent, a written stipulation signed by or on behalf of each party by a person with designated authority so to do.

3. Hillsdale Aero and Scheibner represent and covenant that they shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, height, weight, marital status or other legally protected status. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this extension and the attached agreement.

4. Hillsdale Aero and Scheibner further agree and consent to the City's disclosure by reproduction or otherwise of this extension, the attached agreement and any and all correspondence, forms, and documents related thereto or provided by or exchanged between the parties to such persons, parties and entities as the City determines in its sole discretion, and/or in response to an order or subpoena from a court or tribunal, or in response to a request under the Freedom of Information Act or other applicable law.

5. In the absence of any further extension of the attached agreement, as provided in the immediately preceding Paragraph 2, the attached agreement and this extension, Hillsdale Aero's position as the City's fixed base operator and Scheibner's position as the City's airport manager, and all rights thereunder, shall automatically terminate on March 31, 2014 at 11:59 p.m.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_ day of January 2014.

CITY OF HILLSDALE

HILLSDALE AERO, INC.

\_\_\_\_\_  
Scott Session, Mayor

\_\_\_\_\_  
James Scheibner, President

\_\_\_\_\_  
Robilyn Swisher

\_\_\_\_\_  
James Scheibner, Individually, as Airport  
Manager and as Guarantor

**AIRPORT MANAGEMENT/FIXED BASE OPERATOR  
AGREEMENT**



## **Index**

	<b>Page No.</b>
PREAMBLE	1
Agreement:	
I. Management of Airport	2
A. Term	2
B. Compensation	6
C. Termination	7
II. Fixed Base Operation	7
A. Term	8
B. Payments	
i. Fuel sale compensation	10
ii. Hangar lease payments	10
C. Termination	13
III. Miscellaneous Provisions Applicable To All Parties	15

**PREAMBLE:**

The City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) owns and operates an airport facility for the use and benefit of its citizens and other members of the general public. In order to ensure its proper and efficient utilization for the public good, Hillsdale is in need of obtaining and/or retaining the services of a competent and qualified individual to manage its airport facility on an independent contractor basis.

James Scheibner, of Hillsdale, Michigan, is currently the manager of Hillsdale's airport facility on an independent contractor basis. He represents and holds himself as being a competent and qualified individual to provide the airport management services required by Hillsdale for its airport and its facilities. Scheibner has expressed his interest in managing Hillsdale's airport and its facilities on an independent contractor basis.

Hillsdale, in reliance on Scheibner's expression of interest and his representations regarding his competence and qualifications to act as manager of Hillsdale's airport and its facilities, has agreed to enter this agreement for Scheibner's management services. Scheibner has agreed to provide his management services to Hillsdale in consideration of the payment to him of the sums hereinafter specified.

Additionally, Hillsdale Aero, Inc., a Michigan corporation, (Hillsdale Aero) is currently operating a fixed base operator business on Hillsdale's airport premises. This is a commercial, for profit, business formed for that sole purpose under the laws of the State of Michigan and is represented to Hillsdale by its President as being in good standing.

The shareholders of Hillsdale Aero are James Scheibner and Holly Scheibner. The officers of said corporation are as follows:

- James Scheibner, President
- Holly Scheibner, Secretary
- James Scheibner, Treasurer

Hillsdale Aero and James Scheibner (Scheibner) represent that Scheibner is currently in charge of and responsible for all corporation activities, undertakings, obligations and operations. Hillsdale Aero and Scheibner also represent that Scheibner is vested with all necessary corporate authorization to enter into this agreement on Hillsdale Aero's behalf. Hillsdale Aero is desirous of continuing its fixed base operator business on the Hillsdale airport premises.

Hillsdale, in consideration of the mutual promises and covenants made between the parties to this agreement, and in reliance on the representations of Scheibner and Hillsdale Aero to it, is willing to enter this agreement with them. Accordingly, the parties have entered the following agreement for the purpose of setting forth the terms and conditions that will regulate Hillsdale's relationship with Scheibner, as manager of its airport facility, and with Hillsdale Aero, as operator of a fixed base operator business on Hillsdale's airport premises.

**Agreement:**

## **I. Management of Airport**

1. Hillsdale hereby requests of Scheibner and Scheibner agrees to provide services as manager of Hillsdale's airport and its facilities, subject to and in accordance with all terms and conditions of this agreement. All terms and conditions set forth in this **Section I. Management of Airport** are intended to regulate the relationship between and the responsibilities of Hillsdale and Scheibner to each other with regard to the management Hillsdale's airport.

2. The term of the agreement between Hillsdale and Scheibner for Scheibner's services as manager of Hillsdale's airport and its facilities shall commence on May 1, 2011 and terminate at midnight on December 31, 2013, unless sooner terminated as provided in this agreement.

3. Hillsdale and Scheibner expressly and specifically agree and understand that Scheibner's manager services to Hillsdale pursuant to this agreement are to be rendered on an independent contractor basis.

4. It is expressly and specifically agreed that Scheibner shall have no authority to bind or commit Hillsdale to any contract or course of action or to otherwise make any representations to any third parties or the general public at large on Hillsdale's behalf and further, that Scheibner shall not hold himself out as or be deemed to be Hillsdale's employee for any purpose whatsoever.

5. Scheibner shall be solely and exclusively responsible for providing and accomplishing the manager services contemplated by this agreement by scheduling such hours, establishing such procedures, hiring such employees of his own and making such provisions as he deems necessary to fulfill his obligations hereunder, all in accordance with and subject to the terms and provisions of this agreement.

6. Hillsdale agrees to furnish at least eight hundred (800) square feet of the existing main building (administration building) for use as a waiting room by users of Hillsdale's airport and its facilities and by members of the general public, and by Scheibner in his capacity as airport manager in the operation and administration of the airport.

7. Scheibner shall furnish and equip that portion of said eight hundred (800) square foot area used in connection with Scheibner's manager and terminal offices at his expense and as he determines; provided, however, that such furnishings and equipment shall properly accommodate the service needs and demands of the users of Hillsdale's airport and its facilities and the general public in a manner that is consistent and in accordance with good airport management practices, general safety, and all applicable laws, rules and regulations. Hillsdale shall, at its expense, furnish and equip the lobby area of said eight hundred (800) square foot area for use by the general public and other users of the airport as a waiting room.

8. Hillsdale shall, at its expense provide said eight hundred (800) square foot area with

adequate heating, electric, water, public telephone, toilet and sewage systems for use by Scheibner, users of Hillsdale's airport and its facilities and members of the general public.

9. Hillsdale shall also provide, at its expense, for the installation of any other utilities, facilities and equipment that Hillsdale, in its sole discretion, determines necessary for the operation of its airport and the facilities located thereon, whether on the same basis as now exist or otherwise.

10. Hillsdale shall be responsible for, and promptly pay when due, the following:

A. All electric and water charges for utility service to the administration building and to any other airport facilities that are not otherwise leased, granted to or under the control of Scheibner, Hillsdale Aero, or any other person or entity, for use in connection with a fixed base operator business or otherwise.

B. One-half (1/2) of all natural gas and/or fuel oil charges as are incurred in connection with heating the administration building.

C. Insurance premiums for insurance coverage, with such insurance carriers and limits of liability as Hillsdale, in its sole discretion, determines necessary to insure and protect the airport and such of its facilities as are managed for Hillsdale by Scheibner from damage or loss by fire, windstorm or other casualty.

D. Insurance premiums for general liability insurance with such insurance carriers, coverage and limits of liability as Hillsdale, in its sole discretion, determines necessary with regard to the use of those portions of the airport and its facilities under its control and being managed for it by Scheibner under this agreement. Scheibner shall be included as a named insured in the general liability policy or policies and appropriate proof of such insurance shall be provided to him.

11. Scheibner shall be responsible for and shall promptly pay or cause to be paid when due all remaining utility charges, of whatever kind or nature, with the exception of those incurred by and which are the responsibility of a fixed base operator or other business authorized by Hillsdale to be conducted on the airport premises.

12. Hillsdale and Scheibner shall be responsible for such repairs and maintenance as are necessary to maintain the airport facilities to be managed by Scheibner in at least as good condition as at present on the following basis and in accordance with the following procedures:

A. James Scheibner shall immediately provide a written report to Hillsdale's City Manager of all conditions that are believed to or that might constitute conditions requiring major emergency repairs or major emergency maintenance, as those terms are hereinafter defined. Hillsdale shall undertake and diligently pursue to completion all repairs and maintenance that it, in its sole discretion, determines qualify for treatment as major emergency repairs or major emergency maintenance. Hillsdale shall undertake and diligently pursue any such major emergency repairs and major

emergency maintenance to completion as soon as reasonably possible after the need for such major emergency repairs or major emergency maintenance is determined.

“Major emergency repairs or major emergency maintenance” is defined as any repairs or maintenance that, if not undertaken or performed within the then current fiscal year, will cause or result in an immediate threat to the safety of and well-being of individuals and property or an immediate diminishment in the services provided at Hillsdale’s airport for Hillsdale, users of its airport and its facilities, and members of the general public.

B. Repairs or maintenance that Hillsdale, in its sole discretion, determines to be qualified for treatment as major non-emergency repairs or major non-emergency maintenance, as those terms are hereinafter defined, shall be undertaken and performed in accordance with the following procedure:

(i) Scheibner shall provide a written report to Hillsdale’s City manager in which he details and specifies the condition that he believes constitute and qualify for major non-emergency repairs or major non-emergency maintenance as soon as they become known to him.

(ii) In the event, Hillsdale, in its sole discretion, determines that the requested repairs or maintenance qualify as major non-emergency repairs or major non-emergency maintenance and are needed, they shall be proposed for inclusion in the next Hillsdale fiscal year budget in which such repairs or maintenance can reasonably be implemented.

(iii) To the extent approved and included by Hillsdale in a fiscal year budget, such repairs or maintenance shall be scheduled, undertaken and performed within said fiscal year.

“Major non-emergency repairs and major non-emergency maintenance” are defined as any repairs or maintenance that, if not undertaken or performed within the then current fiscal year, will not cause or pose an immediate threat to the safety and well-being of individuals and property or result in a diminishment in the services being provided within the then current fiscal year at Hillsdale’s airport for Hillsdale, users of its airport and its facilities and members of the general public, but which Hillsdale determines are needed to avoid such conditions in a subsequent fiscal year.

C. Scheibner shall perform or cause the performance of routine repairs and maintenance on the leased premises as well as on and to those areas and facilities used by him or otherwise under his control on a timely basis at his sole expense, utilizing materials and supplies that Hillsdale supplies at its sole expense. “Routine repairs and maintenance” are defined as being those repairs and that maintenance that are or is required to maintain the general appearance, reasonable safety and working order of Hillsdale’s airport and its facilities that are minor in nature and do not qualify as either major emergency or major non-emergency repairs or maintenance. Included in this category, by way of example and not limitation, are such repairs and maintenance as

general housekeeping, facilities, fixtures, equipment, and ground maintenance, changing light bulbs, etc.

D. Notwithstanding anything in this agreement to the contrary, Scheibner shall be solely responsible, at his sole expense, for the prompt repair and maintenance of all major non-emergency repairs and the immediate repair of all major emergency repairs of property damage that is caused by or results from the negligence or intentional acts or omissions of Scheibner, his employees, agents, licensees, customers or invitees.

13. Hillsdale shall be responsible for the snow removal from the public roadways, parking lots, runways and taxi strips. Scheibner shall be responsible for snow removal adjacent to the administration building, inclusive of the shop area, as well as from all sidewalks and walkways.

14. Hillsdale shall be responsible for mowing the grass in areas adjacent to public roadways, public lots, runways and taxi strips. Scheibner shall be responsible for mowing grass and trimming shrubbery adjacent to the administration building, inclusive of the shop area, and all hangar buildings.

15. In addition to the obligations and responsibilities described in the preceding paragraphs of this agreement, Scheibner, with respect to those portions of Hillsdale's airport and its facilities that he is to manage for Hillsdale under this agreement, shall, in consideration of the various items of compensation to be paid to him:

A. Operate said airport and its facilities in a manner that is consistent with generally accepted good airport management practices, including, but not limited to, those as might be or are recommended or required, now or in the future, by the Michigan Department of Transportation, the Federal Aviation Administration, or any other federal, state or local governmental unit, department or agency that now or hereafter has jurisdiction or authority over Hillsdale's airport, its facilities and/or operations conducted thereon, as well as all other applicable law, rules, and regulations now or hereafter promulgated and/or adopted;

B. Maintain a current, up-to-date working knowledge of all applicable laws, rules and regulations regarding the operation and administration of Hillsdale's airport and its facilities and to abide by and comply with them in their entirety.

C. Operate, hold open and provide the services contemplated by this agreement on each calendar date of the year during all daylight hours and at such other reasonable times as might be necessary to accommodate the service needs and interests of Hillsdale, users of said airport and its facilities with the exception of Thanksgiving and Christmas on which dates said airport facilities shall be closed to users of said airport and its facilities and the general public.

D. Provide prompt, courteous and efficient service, as is necessary and adequate to meet the reasonable service needs and demands of those utilizing the airport

and its facilities on a fair, equal and non-discriminatory basis;

E. Provide for and enforce the proper security of the airport, its facilities and equipment.

16. Scheibner shall have no authority to bind, commit or obligate Hillsdale to any payment, improvement, project, contract, undertaking, course of dealing, purchase or sale, whether involving real or personal property, and whether tangible or intangible; nor shall Scheibner undertake to perform any action or make any representation on behalf of Hillsdale or in its name except as specifically authorized herein or by other written instrument signed by Hillsdale's City Manager or such other person as is authorized by Hillsdale's Council.

17. Scheibner's compensation for his services as Hillsdale's independent airport manager, for each calendar year hereinafter specified shall be as follows:

A. 2011 - \$34,000.00, less credit for 4/12 of such amount, being the sum that was paid under the terms of the agreements that extended Scheibner's prior contract by one month.

B. 2012 - \$34,000.00

C. 2013 - \$35,000.00

D. One-twelfth (1/12) of each year's annual calendar year's compensation shall be paid at the beginning of each calendar month.

18. Notwithstanding any other provision of this agreement to the contrary, Scheibner's services as manager of Hillsdale's airport and its facilities may be terminated at any time in accordance with the following provisions:

A. Immediately by Hillsdale in the event that Scheibner:

- (i) Becomes insolvent and/or commits an act of bankruptcy;
- (ii) Is convicted of any felony;
- (iii) Is convicted of any misdemeanor involving dishonesty or moral turpitude;
- (iv) Fails to cure any breach of this agreement within thirty (30) days after receipt of written notice of said breach from Hillsdale.

B. Ninety (90) days after either party receives written notice from the other of an intention to terminate, whether with or without cause.

C. Upon expiration of the term of this agreement with Scheibner unless extended by renewal or otherwise, in writing.

19. Termination of this agreement pursuant to the immediately preceding provisions

shall serve to release each party from further obligation or responsibility to the other from and after the effective date of said termination; provided, however, that such termination shall not relieve either party from any obligation, responsibility, liability, claim or cause of action that might have accrued against him or it prior to the effective date of such termination.

## **Fixed Base Operation**

### **Fixed Base Operator**

1. Hillsdale Aero and Scheibner, in order to induce Hillsdale to grant Hillsdale Aero permission to operate a fixed base operator business, for profit, on Hillsdale's airport premises, has made material representations to Hillsdale concerning the experience, professional competence, financial responsibility, character and other qualifications possessed by them. Material representations have also been made by Scheibner and Hillsdale Aero to Hillsdale that are relied on by Hillsdale with respect to the nature, extent and quality of the services to be offered by them to the users of Hillsdale's airport and its facilities; the equipment and facilities to be provided and used by them in the deliver of services in Hillsdale Aero's capacity as a fixed base operator; and the fact that during the term of this agreement and any extensions and renewals;

A. Scheibner shall continue in his current position as President of Hillsdale Aero;

B. Scheibner shall remain in charge of and responsible for all corporation activities, undertakings, obligations and operations, and

2. In reliance on the representations of Scheibner and Hillsdale Aero, Hillsdale has determined Hillsdale Aero to be qualified to operate a non-exclusive fixed base operator business, for profit, on Hillsdale's airport premises, subject subparagraphs A and B above as well as the remaining terms and provisions contained in this Agreement.

3. Accordingly, Hillsdale agrees to and does hereby lease to Hillsdale Aero and Hillsdale Aero does hereby lease from Hillsdale the following facilities for its exclusive use while operating its fixed base operator business, said lease to be guaranteed by James Scheibner, individually.

A. The administration building, excepting the 800 square feet thereof which is to be utilized by the airport manager in operating and administering Hillsdale's airport and its facilities;

B. All hangars on Hillsdale's airport premises now or hereafter owned, leased or otherwise controlled by Hillsdale Aero but which have or will become titled in and owned by Hillsdale during the term of this agreement, except as otherwise hereinafter provided.

4. The term of this agreement between Hillsdale and Hillsdale Aero, inclusive of any corporation through which it does business as provided for herein, permitting Hillsdale Aero to operate a fixed base operator business on Hillsdale's airport premises shall commence on June 1,



2011 and terminate at midnight on December 31, 2013.

5. Hillsdale Aero's fixed base operator business shall provide the following products, facilities and/or services to users of Hillsdale's airport and its facilities if otherwise permitted by applicable federal, state or local laws, rules or regulations:

A. Hangars for the housing of aircraft and related equipment, said hangars to be available on a rental basis to the users thereof, provided, however, that Hillsdale Aero shall not erect or construct any hangars on Hillsdale's airport premises without Hillsdale's prior written consent and knowledge of agreement.

B. An aircraft repair and maintenance shop utilizing appropriate parts that are acceptable in the industry for the purpose intended, and the services of competent aircraft mechanics and/or technicians who are properly trained, qualified and licensed;

C. The sale of aviation fuel (Avgas) and jet fuel exclusively from and through Hillsdale's fuel farm to users of Hillsdale's airport on terms hereinafter provided, together with the sale of oil and other essential products and services necessary to the safe operation and maintenance of aircraft that are utilizing Hillsdale's airport and its facilities and/or the services of Scheibner's fixed base operator business;

D. The sale of airplanes, airplane parts and accessories;

E. Pilot training;

F. Conference rooms.

6. Hillsdale and Hillsdale Aero specifically agree that Hillsdale Aero's fees and charges for services rendered and products sold by its fixed based operator business shall be established by Hillsdale Aero with the exception of aviation fuel prices, which shall be set at a price per gallon that is not less than 2% under the prevailing average price per gallon that is charged at airports within 75 miles of Hillsdale's airport.

A. Hillsdale Aero agrees to inform Hillsdale, when requested by either the FAA or Hillsdale, as to the prices charged by this fixed base operator business for petroleum products such as, but not limited to, aviation fuels and oil.

7. In fulfillment of its obligation to provide for the sale of aviation fuel (Avgas) and jet fuel to users of Hillsdale's airport, Hillsdale Aero agrees to operate Hillsdale's fuel farm that is located on the leased premises as hereinafter provided and subject to the following:

A. Hillsdale shall promptly review and approve, in whole or in part, each written notification from Hillsdale Aero of the need for additional Avgas and jet fuel, as hereinafter set forth, and provide Hillsdale Aero with written authorization as to the type and number of gallons of each that it may order.

B. No Avgas or jet fuel may be ordered or delivered to the fuel farm and none will be paid for without Hillsdale's prior written authorization to Hillsdale Aero.

C. Hillsdale shall pay for all Avgas and jet fuel that it approves Hillsdale Aero to order for delivery to the fuel farm for sale to users of Hillsdale's airport and others.

D. Hillsdale agrees that it shall authorize Hillsdale Aero's purchase of a sufficient amount (gallons) of Avgas and a sufficient amount (gallons) of jet fuel for Hillsdale Aero's sale to users of Hillsdale's airport, which Hillsdale shall pay for from the sales of such fuel, net of credit card fees, fuel costs, and other associated expenses; provided that Hillsdale's obligation to authorize the purchase such fuel and to pay for it are and shall be subject to and contingent on Hillsdale Aero's strict compliance with the following terms and conditions. Accordingly, Hillsdale Aero agrees to and represents that it shall:

(i) Operate Hillsdale's fuel farm in accordance with good management and safety practices, including, but not limited to the following:

(ii) Maintain and provide Hillsdale with appropriate detailed records covering the preceding calendar month showing the number of gallons of each type of aviation fuel delivered to the fuel farm and the number of gallons of each type of aviation fuel sold to users of the airport or others, and the price per gallon at which such sales were made, together with all associated financial and other related information as Hillsdale might reasonably request.

(iii) Pay over or cause payment to be made over to Hillsdale of all sales proceeds generated from the sales of all gallons of aviation fuel when and as they are sold.

(iv) Regularly check fuel levels and provide timely written notification to Hillsdale specifying the need for additional fuel deliveries, the types of aviation fuel needed and the number of gallons required with such frequency as to assure that sufficient fuel is always on hand to meet the demand and need for fuel by users of the airport or others.

(v) Undertake, perform and maintain records of all tests, test results and reports that might be or are required under or pursuant to any federal or state statute, rule or regulation.

(vi) Operate the fuel farm and dispense fuel so as to avoid and eliminate spills or other contamination, and in a manner that is consistent with good environmental practice.

(vii) Undertake and perform all other tasks, functions and activities, as are necessary and/or required to keep and maintain Hillsdale's fuel farm in good

working order and compliant with all applicable law.

E. As compensation to Hillsdale Aero for and in connection with the operation of Hillsdale's fuel farm and the sale of products therefrom during the term of this Agreement, Hillsdale agrees to and shall pay Hillsdale Aero on a monthly basis an amount equal to 55% of the proceeds generated from the sale of aviation fuel in the preceding calendar month after deduction of fuel costs, credit card fees, and other associated expenses, with Hillsdale to retain the remaining 45% as its sole and separate property.

8. In fulfillment of its obligation to provide hangars for rent to users of Hillsdale's airport, it is agreed that Hillsdale Aero shall lease and have the exclusive control over all 18 of Hillsdale's hangars during the term of this Agreement except as hereinafter provided and subject to the following provisions:

A. Hillsdale Aero shall pay Hillsdale on the first day of each month beginning June 1, 2011 an amount equal to 45% of the gross rent that Hillsdale Aero charges for each hangar Hillsdale Aero has sublet to a third party.

B. As to each hangar that Hillsdale Aero has not sublet to a third party, Hillsdale Aero shall pay Hillsdale on the first day of each month beginning June 1, 2011 an amount equal to 30% of the then prevailing gross rent that would be charged if sublet.

C. Notwithstanding anything in this agreement to the contrary, Hillsdale shall have the right to retain and utilize not more than 2 hangars for its own purposes for which neither party shall have a payment obligation to the other.

9. Hillsdale expressly and specifically reserves the right to and may, in its sole discretion, grant the right to operate for-profit and/or non-profit businesses other than and/or in addition to Hillsdale Aero on Hillsdale's airport premises upon a determination by Hillsdale, in its sole discretion, that a need or demand exists for the product and/or services to be offered by such for-profit and/or non-profit businesses and/or entities and that the for-profit and/or non-profit businesses and/or entities seeking such right have the necessary experience, ability, equipment, character and facilities to provide proper and acceptable levels of products and/or service to meet user service needs and demands. Hillsdale Aero acknowledges Hillsdale's authority in this regard and further acknowledges and understands that any business or businesses, persons and/or entities that Hillsdale authorizes to conduct upon its airport premises might or might not be identical or similar to the fixed operator business to be conducted by Hillsdale Aero pursuant to this agreement.

10. The administration building, the hangars and fuel farm that Hillsdale owns shall be repaired and maintained by the parties in accordance with the provisions and procedures contained in Article I. Management of Airport, Paragraph 11, of this agreement, which are incorporated herein by reference and shall survive in the event of early or other termination of Article I. Management of Airport of this agreement. Hillsdale Aero shall maintain all other facilities and equipment it utilizes in the operation of its fixed base operator business in good,

safe and presentable condition (which for existing facilities and equipment shall be at least as good as the conditions in which they are now found).

11. Hillsdale Aero, with respect to those portions of Hillsdale's airport and the facilities thereon, which it utilizes in connection with its fixed base operator business under this agreement, shall:

A. Operate said fixed base operator business and all facilities associated therewith in a manner that is consistent with generally accepted good aeronautic practices including, but not limited to, those as might be or are recommended or required by the Michigan Department of Transportation, the Federal Aviation Administration or any other federal, state or local governmental unit, department or agency now or hereafter having jurisdiction or authority over airports and/or airport operations, as well as all applicable statutes, rules, regulations or other applicable law now or hereafter promulgated and/or adopted.

B Operate, hold open and provide the services contemplated by this agreement on every calendar date of the year during all daylight hours and at such other reasonable times as might be necessary to accommodate the service needs and interests of Hillsdale, users of said airport and its facilities and the general public, with the exception of Thanksgiving and Christmas on which dates said airport facilities shall be closed to users of the airport and its facilities, and the general public.

C. Provide such good, prompt and efficient service as is necessary and adequate to meet the reasonable service needs and demands of those utilizing the airport and its facilities on a fair, equal and non-discriminatory basis.

D. Charge fair, reasonable and non-discriminatory prices for each unit of sale or service provided. Nothing in this subparagraph shall prevent Hillsdale Aero from allowing such reasonable and non-discriminatory discounts, rebates or other similar price reductions as are legally allowable to volume purchasers and/or users.

12. Hillsdale Aero shall be responsible to promptly pay, when due, and hold Hillsdale harmless from liability for, the following:

A. All electric and water charges for utility service to any and all facilities that are part of Hillsdale Aero's fixed base operator business, but excluding those located within the administration building;

B. One-half (1/2) of all natural gas and/or fuel oil charges as are incurred in connection with heating the administration building and all such charges as are incurred in heating any other building or facility utilized by Hillsdale Aero in its fixed base operator business.

13. Hillsdale shall be responsible for and pay when due all other charges for utility service other than those to be paid by Hillsdale Aero pursuant to this agreement.

14. Hillsdale Aero shall insure all hangars (including any that Hillsdale occupies and uses for its own purposes) and all other facilities as are utilized by it in connection with its fixed base operator business (other than the administration building) with such insurance carriers, coverage and with such limits of liability as Hillsdale determines necessary with regard to protecting such property from damage or loss by fire, windstorm or other casualty. Additionally, Hillsdale Aero shall provide general liability insurance with such insurance carrier and with such coverage and limits of liability as Hillsdale determines necessary with regard to Hillsdale Aero's fixed base operator business operations for the benefit and protection of those using it. Hillsdale shall be included as a named insured on all such insurance policies and Hillsdale Aero shall provide appropriate proof of such insurance to Hillsdale. The cost for the insurance required by this section shall be borne equally between Hillsdale Aero and Hillsdale.

15. Hillsdale Aero shall pay or cause to be paid any and all taxes, whether real, personal or mixed, which might be assessed insofar as its use, occupation and/or control of any and all of the facilities utilized by it in connection with its fixed base operator business, said taxes to be paid on a timely basis, when due, with proof of payment to be supplied to Hillsdale upon request.

16. Hillsdale Aero hereby agrees to indemnify, defend and hold Hillsdale harmless from any liability for any and all claims, causes of action, lawsuits, judgments, awards, appeals and all legal or other expenses of whatever kind or nature as might result from and/or arise out of and/or are caused by the operation of Hillsdale Aero's fixed base operator business on Hillsdale's airport premises and/or the claimed and/or actual acts and/or omissions of Hillsdale Aero, its employees, agents, customers, patrons, members of the general public or others.

17. Hillsdale Aero shall have no authority to bind, commit or obligate Hillsdale to any payment, improvement, project, contract, undertaking, course of dealing, purchase or sale, whether involving real or personal property, and whether tangible or intangible; nor shall Hillsdale Aero or any of its directors, officers, employees or agents undertake to perform any action or make representation on behalf of Hillsdale or in its name except as specifically authorized herein or by other written instrument signed by Hillsdale's City Manager or such other person as its authorized by Hillsdale's Council.

18. Notwithstanding any other provision of this agreement to the contrary, Hillsdale Aero's right to conduct a fixed base operator business on Hillsdale's airport premises shall be terminated upon the occurrence of any of the following events or circumstances:

A. Immediately, by Hillsdale should:

(i) Hillsdale Aero or Scheibner become insolvent and/or commit an act of bankruptcy;

(ii) Hillsdale Aero or Scheibner is convicted of any felony;

(iii) Hillsdale Aero or Scheibner is convicted of any misdemeanor

involving dishonesty or moral turpitude;

(iv) Hillsdale Aero fails to cure any breach of this agreement within thirty (30) days after receipt of written notice of said breach from Hillsdale;

(v) Scheibner's current position with Hillsdale Aero as Director or President is eliminated;

(vi) Scheibner's responsibilities within and on behalf of Hillsdale Aero to remain in charge of and responsible for all corporation activities, undertakings, obligations and operations as fixed base operator on Hillsdale's airport premises are restricted, reduced or eliminated;

(vii) Scheibner's authority to carry out all requirements of this agreement for and on behalf of Hillsdale Aero are restricted, reduced or eliminated.

B. Ninety (90) days after receipt by Scheibner of written notice of termination from Hillsdale;

C. Upon expiration of the term of this agreement with Hillsdale Aero unless extended by renewal or otherwise, in writing.

D. Upon termination of Hillsdale Aero's right to conduct a fixed base operator business, Hillsdale Aero shall forthwith vacate Hillsdale's airport premises and remove its personal property therefrom; provided, however, that Hillsdale Aero's ownership interest in any hangars located on Hillsdale's airport premises may either be sold by it to any person or entity determined to be qualified and acceptable by Hillsdale, in its sole discretion, for the purpose of continuing or establishing a fixed base operator or other business to service the aeronautic and related needs and demands of users of Hillsdale's airport and its facilities, subject to Hillsdale's first right of refusal to purchase any such hangar or hangars, at the same price and terms as are being offered by a bona fide purchaser for value. Hillsdale shall exercise such first right of refusal in writing, within sixty (60) days of its receipt from Hillsdale Aero of written notice of said contemplated sale, together with a complete, legible copy of the executed purchase agreement, the names, addresses and telephone numbers of the proposed purchaser, the price and all other terms of the proposed sale. Hillsdale's failure to exercise said first right of refusal within the sixty (60) days of its receipt from Hillsdale Aero of written notice of said contemplated sale, together with a complete, legible copy of the executed purchase agreement, the names, addresses and telephone numbers of the proposed purchaser, the price and all other terms of the proposed sale shall be deemed a waiver of said right of refusal. In the event of non-exercise by Hillsdale, the proposed sale shall still be subject to Hillsdale's determination, in its sole discretion, that the proposed purchaser is qualified and acceptable for the above-stated purposes.

Alternatively, any such hangar or hangars may be offered for rent by Hillsdale

Aero, with the prior written consent of Hillsdale, either directly to tenants or through an arrangement reached between Hillsdale Aero and any fixed base operator authorized by Hillsdale to do business on its airport premises, for the balance of the thirty (30) year period following each such hangar's individual date of construction.

E. Termination of this agreement pursuant to the immediately preceding provision shall serve to release each party from further obligation or responsibility to the other from and after the effective date of said termination; provided, however, that such termination shall not relieve either party from any obligation, responsibility, liability, claim or cause of action that might have accrued against them prior to the date of such termination.

### **Miscellaneous Provisions Applicable to All Parties**

1. Hillsdale and Scheibner agree that the following provisions shall apply equally and independently to Articles I and II of this agreement:

A. No person based on the grounds of race, color, religion, national origin, age, sex, marital status, height, weight, arrest record or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any or all airport facilities.

B. Scheibner and Hillsdale Aero shall use the airport premises in compliance with all requirements imposed by or pursuant to "Title 40, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination and Federally Assisted Programs of the Department of Transportation, Effectuation of Title 6 of the Civil Rights Act of 1964, as amended."

C. Hillsdale specifically and expressly reserves the right to further develop, modify, change and/or improve the airport facilities, buildings, landing areas or other portions of its airport premises as it, in its sole discretion, deems appropriate from time to time. This reservation of right is acknowledged, recognized and consented to by Scheibner and Hillsdale Aero.

D. Scheibner specifically agrees that no part of this agreement or any interest herein may be assigned by Scheibner or Hillsdale Aero to any other person, firm, corporation or other entity without the prior written consent and approval of Hillsdale.

E. Scheibner and Hillsdale Aero shall each, at their sole expense, secure, provide and be solely responsible for the compensation and provision of all benefits, inclusive of, but not limited to, worker's compensation insurance coverage and benefits, with proof thereof being provided to Hillsdale, as well as any health insurance or other benefits of employment he or it shall provide to their respective employees, including:

(i) All employees whose services are engaged by him in his capacity as airport manager;

(ii) All employees whose services are engaged by Hillsdale Aero in its capacity as fixed base operator.

F. It is expressly agreed and understood that:

(i) Scheibner, individually, shall be and remain personally responsible for the performance of all his duties and obligations as airport manager under the Management of Airport portion of this agreement.

(ii) In addition to Hillsdale Aero, James Scheibner and Holly Scheibner act as guarantors of Hillsdale Aero's obligations under the fixed base operator portion of this agreement as well as for any and all liabilities growing out of such operation.

G. The parties expressly agree and understand that the parties may, by written agreement, provide for Scheibner or Hillsdale Aero to assume and discharge Hillsdale's responsibilities under paragraphs 12 and 13 of Article I. Management of Airport at an hourly rate and on a billing cycle to be set forth therein, but otherwise to be subject to all of the terms and conditions hereof as are applicable to Scheibner and Hillsdale Aero in the performance of their other respective obligations hereunder.

H. All provisions of this agreement shall be strictly complied with and conformed to by Scheibner and Hillsdale Aero and its corporation and no amendment to this agreement shall be made except upon the written consent of the parties.

I. In the event that any provision or portion of this agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or enforceability of any provision or portion of this agreement shall not affect the validity or enforceability of any other provision or portion of this agreement.

IN WITNESS WHEREOF, Hillsdale Aero and James Scheibner have hereunto set their hands this \_\_\_\_\_ day of May 2011.

Signed in the presence of:

HILLSDALE AERO, INC.

\_\_\_\_\_

By \_\_\_\_\_  
James Scheibner, Its President

\_\_\_\_\_

\_\_\_\_\_  
James Scheibner, Individually, and as  
Airport Manager



IN WITNESS WHEREOF, James Scheibner has hereunto set his hand as guarantor this 1 day of ~~May~~ <sup>June</sup> 2011.

Signed in the presence of:

Ray Freese

James Scheibner  
James Scheibner - Guarantor

Linda Brown

IN WITNESS WHEREOF, the City of Hillsdale has hereunto set its hand this 14<sup>th</sup> day of ~~May~~ <sup>June</sup> 2011.

Signed in the presence of:

Linda Brown

CITY OF HILLSDALE

Doug Moon  
Douglas Moon, Mayor

Ann Kellers

Parke Hayes  
Parke Hayes - Clerk

**2014 CITY OF HILLSDALE  
CHRISTMAS TREE RECYCLING PROGRAM**

The City of Hillsdale Public Service Department crews will once again collect discarded natural Christmas Trees for recycling. Trees will be chipped and used for mulch in all city parks and both cemeteries. These chips will also be available to Hillsdale residents in the spring of 2014. The following schedule is tentative due to the possibility of severe weather conditions.

**CURBSIDE COLLECTION**

Curbside collection of Christmas trees will take place on **Monday, January 6<sup>th</sup>**. Natural trees (only) must be placed at the curb area by 7 a.m. Monday, January 6<sup>th</sup>. No artificial trees will be accepted. The city requires that all plastic covers, decorations and tree stands be removed prior to placement at the curb. **City crews will make one circuit around town, collecting from each residence 1 time only. ONLY CHRISTMAS TREES WILL BE COLLECTED AT THIS TIME. NO OTHER BRUSH, LEAVES, ETC. WILL BE COLLECTED OR ALLOWED AT THE CURB.** The next regularly scheduled curbside brush collection will begin on Monday April 7, 2014.

**TREE PLACEMENT**

Trees must be placed on the terrace between the curb & sidewalk or near the shoulder if you reside in an area where there is no sidewalk or curb.

**DROP OFF LOCATION**

City of Hillsdale residents may dispose of their natural Christmas Trees at the Department of Public Services Compost Site (on Waterworks Ave @ Griswold St) Monday, January 6<sup>th</sup> through Friday, January 10<sup>th</sup> and Monday, January 13<sup>th</sup> through Friday, January 17<sup>th</sup> from 7 a.m. to 3 p.m. City residents/property owners with site use permits will be allowed entry into compost site. City residents/property owners without site permits will be required to show city residency/ownership of residential city property prior to being allowed entry. As with curbside collection, all plastic covers, decorations, and tree stands must be removed prior to drop off.

**NO DUMPING AFTER HOURS.**

If you have any questions, please call the Department of Public Services at 517-437-6490. Thank you.





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
MICHIGAN LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

STEVE ARWOOD  
DIRECTOR

December 17, 2013

KS & JT, Inc.  
%Joseph P Tomina  
54375 Scarboro Way  
Shelby Twp MI 48316

REQUEST ID # 714556

Dear Applicant:

This is with reference to a request to transfer ownership of an escrowed 2013 Specially Designated Merchant (SDM) licensed business from Kaeis Suwais, located at 8 S Manning, Hillsdale MI 49242, in Hillsdale County; and request new Sunday Sales permit (AM).

We are herewith canceling this application pursuant to your request. Our records are being marked accordingly and all concerned parties are being notified.

A refund of licensing fees is being processed separately.

If you have any questions regarding this matter, please contact the Retail Licensing Section at (866) 813-0011 (Toll free), or 517-322-1400.

Very truly yours,

MICHIGAN LIQUOR CONTROL COMMISSION

*Sharon Martin*

Director, Licensing Division

cec

cc: Kaeis Suwais  
Hillsdale City Council



December 18, 2013

Linda Brown, Manager  
City of Hillsdale  
97 North Broad Street  
Hillsdale, MI 49242

Dear Ms. Brown:

Having completed our digital network enhancement to an all-digital system, on or shortly after February 27, 2014 we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits; including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

- A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change.
- A customer that is currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services. Courtesy accounts are entitled to receive up to three digital adapters or CableCARDS at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital platform. A sample of the courtesy notice to be received by these accounts is enclosed.

As always, if you have any questions or concerns regarding this program, or any other matter, please feel free to contact me at 734-254-1888.

Sincerely,

Frederick G. Eaton  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosures

## **Important Service Message:**

On **February 27, 2014**, Comcast will start encrypting Limited Basic service on your cable system.

If you have a set-top box, digital transport adapter (DTA), or a retail CableCARD™ device connected to each of your TVs, you will be unaffected by this change. However, if you are currently receiving Comcast's Limited Basic service on any TV **without** equipment supplied by Comcast, you will lose the ability to view any channels on that TV.

If you are affected, you should contact Comcast at **855-860-8989** to arrange for the equipment you need to continue receiving your services. In such case, you are entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices you are entitled to receive, and for how long, will vary depending on your situation:

- If you are a Limited Basic customer and receive the service on your TV without Comcast-supplied equipment, you are entitled to up to two devices for two years (five years if you also receive Medicaid).
- If you subscribe to a higher level of service and receive Limited Basic service on a secondary TV without Comcast-supplied equipment, you are entitled to one device for one year.

You can learn more about this equipment offer and eligibility at **[comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo)** or by calling **855-860-8989**.

**To qualify for any equipment at no additional charge or service fee, you must request your equipment between now and June 27, 2014 and satisfy all other eligibility requirements.**

The Board of Review met on December 10, 2013 at 9:00 a.m. They took action on 30 petitions affecting 24 parcels of property as shown on the attached summary report. They approved the minutes of the July meeting as attached.

I ran a warrant report following the Board of Review action (attached). This report shows the changes in 2013 taxable value from those confirmed by the BOR in March. Including the changes made so far by the Michigan Tax Tribunal, we have gained \$49,688 taxable value, resulting in a net gain in tax revenue (city & library millages) of approximately \$800.

Kimberly Thomas, Assessor  
City of Hillsdale  
97 N Broad St  
Hillsdale, MI 49242

(517)437-6456  
(517)437-6450 fax  
[kthomas@cityofhillsdale.org](mailto:kthomas@cityofhillsdale.org)

Year	Parcel Number	Petition	Class	School	Assessed	Taxable	PRE/MBT	Transfer	Corrected	Corrected	Corrected	Corrected
Owner/Prop.	Addr.	/Docket			Value	Value			Assessed	Taxable	PRE/MBT	EX
									Value	Value		Transfer
2013	006-900-204-25	D13-001	251	30020	780	780	100.000	0.000	0	0	100.000	0.000
RECOVERY TECHNOLOGIES 3220 W CARLETON RD HILLSDALE, MI 49242												
2013	006-222-301-05	D13-002	202	30020	0	0	0.000	0.000	585,990	585,990	0.000	0.000
HILLSDALE PLACE APTS 180 MECHANIC ST HILLSDALE, MI 49242												
2012	006-426-302-16	D13-003	402	30020	44,700	44,700	0.000	0.000	44,700	44,700	100.000	0.000
2011	006-426-302-16	D13-004	402	30020	58,480	53,819	0.000	0.000	58,480	53,819	100.000	0.000
LOPEZ, MONICO 26 BUDLONG ST HILLSDALE, MI 49242												
2013	006-227-255-31	D13-005	402	30020	22,060	22,060	0.000	0.000	22,060	22,060	100.000	0.000
2012	006-227-255-31	D13-006	402	30020	25,430	25,430	0.000	0.000	25,430	25,430	100.000	0.000
2011	006-227-255-31	D13-007	402	30020	33,220	30,591	0.000	0.000	33,220	30,591	100.000	0.000
2010	006-227-255-31	D13-008	402	30020	30,080	30,080	0.000	100.000	30,080	30,080	100.000	100.000
RUBLE, JOSEPH ALLEN ETAL 8 N NORWOOD AVE HILLSDALE, MI 49242												
2013	006-900-002-40	D13-009	251	30020	4,240	4,240	100.000	0.000	0	0	100.000	0.000
2012	006-900-002-40	D13-010	251	30020	4,730	4,730	100.000	0.000	0	0	100.000	0.000
ACTION ASSOC - CENTURY 21 55 SPRING ST HILLSDALE, MI 49242												
2012	006-900-252-50	D13-011	251	30020	0	0	100.000	0.000	4,730	4,730	100.000	0.000
TLR REAL ESTATE COMP INC 55 SPRING ST HILLSDALE, MI 49242												
2013	006-426-352-11	D13-012	402	30020	28,010	28,010	0.000	100.000	28,010	28,010	100.000	100.000
POORE, HANK & AMY 71 BUDLONG ST HILLSDALE, MI 49242												
2013	006-426-401-22	D13-013	202	30020	354,250	0	0.000	0.000	354,250	296,047	0.000	0.000
COJIM PROPERTIES LLC 300 E BACON ST HILLSDALE, MI 49242												
2013	006-227-285-17	D13-014	202	30020	38,630	38,630	0.000	0.000	38,630	38,630	40.000	0.000
MEYER, MINDI M 8 N HOWELL ST HILLSDALE, MI 49242												

Year	Parcel Number	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2013	006-222-452-06	D13-015	402	30020	8,200	8,200	0.000	0.000	8,200	8,200	100.000	0.000
RIGDEN, KAILEE 28 MCCLELLAN ST HILLSDALE, MI 49242												
2013	006-900-083-80	D13-016	251	30020	280	280	100.000	0.000	0	0	100.000	0.000
GE CAPITAL INFORMATION TECH SOLUTIO 40 CARE DR HILLSDALE, MI 49242												
2013	006-900-020-00	D13-017	251	30020	4,860	4,860	100.000	0.000	0	0	100.000	0.000
BRIDAL AISLE 100 N BROAD ST HILLSDALE, MI 49242												
2013	006-900-234-50	D13-018	351	30020	64,890	64,890	100.000	0.000	0	0	100.000	0.000
SOUTHERN MICHIGAN TURNING 282 INDUSTRIAL DR HILLSDALE, MI 49242												
2013	006-900-229-00	D13-019	251	30020	1,800	1,800	100.000	0.000	0	0	100.000	0.000
2012	006-900-229-00	D13-020	251	30020	2,000	2,000	100.000	0.000	0	0	100.000	0.000
SARA LEE CORPORATION HILLSDALE, MI 49242												
2012	006-227-179-13	D13-021	402	30020	56,890	56,890	0.000	100.000	56,890	56,890	100.000	100.000
GAETANO, MATTHEW & AMY 3 GLENDALE AVE HILLSDALE, MI 49242												
2013	006-222-481-16	D13-022	402	30020	64,820	64,820	0.000	100.000	64,820	64,820	100.000	100.000
BEEKER, ALAN & JULIE 140 HILLSDALE ST HILLSDALE, MI 49242												
2013	006-327-452-04	D13-023	402	30020	28,790	28,790	0.000	100.000	28,790	28,790	100.000	100.000
LABANI, MONICA LYNN 50 W SOUTH ST HILLSDALE, MI 49242												
2013	006-912-097-00	D13-024	901	30020	146,040	146,040	100.000	0.000	146,040	146,040	0.000	0.000
PRECISION GAGE INC 256 INDUSTRIAL DR HILLSDALE, MI 49242												
2013	006-908-354-05	D13-025	951	30020	51,160	51,160	100.000	0.000	51,160	51,160	100.000	0.000
RECREATION CREATIONS INC 215 MECHANIC ST HILLSDALE, MI 49242												



Year	Parcel Number	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2013	006-911-159-05	D13-026	951	30020	16,600	16,600	100.000	0.000	16,600	16,600	100.000	0.000
COBRA MOTORCYCLES INC 240 URAN ST HILLSDALE, MI 49242												
2013	006-126-130-08	D13-027	402	30020	18,810	17,315	100.000	0.000	18,810	17,315	100.000	0.000
FULLER, JAMES JOSEPH & STAR ANN 78 STATE ST HILLSDALE, MI 49242												
2013	006-900-181-00	D13-028	251	30020	2,500	2,500	100.000	0.000	0	0	100.000	0.000
MOYER DRY CLEANING 41 WALDRON ST HILLSDALE, MI 49242												
2013	006-435-102-17	D13-029	402	30020	44,370	44,370	100.000	100.000	44,370	44,370	0.000	100.000
FRICK, CURTIS R & MARGARET M 58 CHARLES ST HILLSDALE, MI 49242												
2013	006-327-480-22	D13-030	402	30020	34,440	33,024	100.000	0.000	34,440	0	100.000	0.000
STACK, RICHARD 116 S HOWELL ST HILLSDALE, MI 49242												
									1,695,700	1,594,272		

\*Winter PRE Change

THE BOARD OF REVIEW OF CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member  Member  Member  Member \_\_\_\_\_

Dated 12-10-13

School District	March BOR	July BOR	December BOR	Tribunal,STC and Denials	Ammended Total
<b>HILLSDALE SCHOOL DISTRICT</b>					
Agricultural	9,268	9,268	9,268	9,268	9,268
PRE/MBT	9,268	9,268	9,268	9,268	9,268
Non-PRE/MBT	0	0	0	0	0
Commercial	38,233,098	38,233,098	39,115,135	39,006,078	39,006,078
PRE/MBT	251,289	251,289	266,741	266,741	266,741
Non-PRE/MBT	37,981,809	37,981,809	38,848,394	38,739,337	38,739,337
Industrial	13,620,968	13,620,968	13,620,968	13,620,968	13,620,968
PRE/MBT	147,915	147,915	147,915	147,915	147,915
Non-PRE/MBT	13,473,053	13,473,053	13,473,053	13,473,053	13,473,053
Residential	67,734,587	67,673,049	67,640,025	67,640,025	67,640,025
PRE/MBT	50,308,380	50,526,202	51,120,162	50,408,827	50,408,827
Non-PRE/MBT	17,426,207	17,146,847	16,519,863	17,231,198	17,231,198
Developmental	0	0	0	0	0
PRE/MBT	0	0	0	0	0
Non-PRE/MBT	0	0	0	0	0
Total Real	119,597,921	119,536,383	120,385,396	120,276,339	120,276,339
Total Real PRE/MBT	50,716,852	50,934,674	51,544,086	50,832,751	50,832,751
Total Real Non-PRE/MBT	68,881,069	68,601,709	68,841,310	69,443,588	69,443,588
Com. Personal	8,335,700	7,786,320	7,771,860	7,771,860	7,771,860
PRE/MBT	8,335,700	7,786,320	7,771,860	7,771,860	7,771,860
Non-PRE/MBT	0	0	0	0	0
Ind. Personal	8,615,780	8,615,780	8,550,890	8,550,890	8,550,890
PRE/MBT	8,615,780	8,615,780	8,550,890	8,550,890	8,550,890
Non-PRE/MBT	0	0	0	0	0
Util. Personal	787,640	787,640	787,640	787,640	787,640
PRE/MBT	0	0	0	0	0
Non-PRE/MBT	787,640	787,640	787,640	787,640	787,640
Total Personal	17,739,120	17,189,740	17,110,390	17,110,390	17,110,390
Total Personal PRE/MBT	16,951,480	16,402,100	16,322,750	16,322,750	16,322,750
Total Personal Non-PRE/MBT	787,640	787,640	787,640	787,640	787,640
Total Real & Personal	137,337,041	136,726,123	137,495,786	137,386,729	137,386,729
Total Real & Personal PRE/MBT	67,668,332	67,336,774	67,866,836	67,155,501	67,155,501
Total Real & Personal Non-PRE/MBT	69,668,709	69,389,349	69,628,950	70,231,228	70,231,228

2013 Warrant Values - Totals by Period  
County: 30 HILLSDALE Unit: CITY OF HILLSDALE  
For Ad Valorem Parcels

School District	March BOR	July BOR	December BOR	Tribunal,STC and Denials	Ammended Total
<hr/>					
Total Real and Personal (All Districts)					
Total PRE/MBT	67,668,332	67,336,774	67,866,836	67,155,501	67,155,501
Total Non-PRE/MBT	69,668,709	69,389,349	69,628,950	70,231,228	70,231,228
Total PRE/MBT and Non	137,337,041	136,726,123	137,495,786	137,386,729	137,386,729

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Certificate #: 8206

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Certificate #: 8206

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Certificate #: 8206

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Certificate #: 8206