






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

June 2, 2014
07:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL AGENDA

CITY OF HILLSDALE
REGULAR MEETING

- PA.* 1. Call to Order and Pledge of Allegiance
2. Roll Call - *All present - Emily Stack Davis (Excused)*
3. Approval of Agenda
4. Public Comments on Agenda Items *AeroTech - uses industry*
5. Consent Agenda
- A. Approval of Bills from claims of May 22, 2014 Claims of \$87,821.74 Payroll of \$85,661.68
- B. Committee Reports (Pending Approval):
1. TIFA Minutes of March 18, 2014
Minutes 3.18.14 
 2. TIFA Target Development Minutes of March 24, 2014 & April 28, 2014
Minutes 3.24.14 
Minutes 4.28.14 
 3. TIFA Façade Grant Committee Minutes of May 19, 2014
Minutes 5.19.14 
- C. Council Minutes of May 19, 2014
Minutes 5.19.14 
- D. Work Session Notes

7:15p

6. Communications/Petitions

- A. Sara Lisznyai - *Running for District JUDGE - Currently AN ATTORNEY in JONESVILLE*
- B. Amy England - *4th of JULY PARADE - GREAT AMERICAN PARADE. [Appr 8-0]*
5:30 pm on 7/3/14

7. Introduction and Adoption of Ordinance/Public Hearing

A.

8. Unfinished Business

- A. Local Streets Maintenance
- B. Code Enforcement
- C. Clerk/Treasurer Duties and Hours

9. Old Business

A.

7:20p

10. New Business

- A. Indiana Outboard Races

CM Memo

Agreement

Appr. 8-0

- B. Easement Hillsdale College

CM Memo

C. City Clerk's Resignation - Robilyn Swisher Assign Michelle Loren As Asst. Clerk UNTIL ELECTION IN Nov.

11. Miscellaneous

Appr. 8-0

- A. Information Only

Comcast

Treasury Dept Audit

7:30p

- B. Appointments

Standing Committees- Proposed

*Pub. Svc. Emily, Adam, Patrick F.
Comm. Dev. = Bruce, Sally, Brian*

12. General Public Comment

*Amos C 53 SALEM ST. - NEEDS POLICE PATROL - Traffic Violans
Ruth Brown - Good job to Council.*

7:45p

13. Adjournment

*Alan Becker - Michigan Citizen Lobbyist.
Julie Becker - Encourage City Council to Reassign City Clerk.*



CITY OF HILLSDALE

Tax Increment Finance Authority TIFA Regular Meeting 3rd Floor City Hall March 18, 2014

I. Call to Order 7:30 am

- A. Members Present; Chris Sumnar, Eric Moore, Rob Socha, Mike Parney, Saul Giminez, Deb Kamen, John Spiteri.
- B. Others present: Mary Wolfram and Alan Beeker.
- C. Members Absent: Kathy Newell (excused), Mike Harner and Tim Dixon

II. Consent Agenda

- A. One agenda addition – Mr. Richard, Director of Public Services, would like to submit a proposal for parking lot improvements. Ms. Wolfram stated that the committee minutes have not been approved by committees. Mr. Parney motioned to accept the consent agenda, Ms. Kamen seconded, approved.

III. Public Comment

No public comment

IV. Committee Reports

A. Façade Grant Committee Report

- 1. **Eric Macy Façade Grant** – Mr. Macy was present to answer questions regarding his application. He has spent a great deal of money in the building thus far. The current project will add office space and apartments to the upper floor. Once this project is complete, future projects will include fixing the brick and updating the rear of building. The TIFA façade portion of the project will encompass refurbishing and/or replacing a total of 22 windows using the existing materials as much as possible. Like material and construction will be used to match the existing windows and will be used only if refurbishing of the current components is not possible or exceeds cost estimates. At least five (5) of the windows will be brand new construction made of wood and designed to match the architectural elements of the existing windows and made to blend in. Tim Bowman of Bowman Remodeling will be performing the work. As part of this project, it has been discussed and he will use lead safe work practices and abate the lead paint as required by law. All refurbished windows will be completely abated when the project is complete. The total cost of window refurbishment and replacement will be \$27,838.84. The colors of the windows and trim will match the existing colors of the front first floor façade.

The window project will be bid with the overall project. The Committee recommended to grant the full match \$10,000.

2. Christine Boyer Façade Grant – The front of the building will receive exterior masonry washing, repair and paint, including the masonry window ledges. The old awning and metal backing will be removed. Repair and prepare bricks for painting. Additionally missing flat stone facing will be repaired at the bottom left side of building. Paint will be a brick red field with gold and bone accents. A new sign will also be added to the front façade above the business street entrance. The rear of the building will be cleaned, repaired and painted to match the new colors on the front façade. The rear door and windows will be replaced and new gutters will be installed.

The Committee recommended to accept the application cost of \$7,876 with a \$1,500 contingency for a total application price of \$9,376. The committee would supply 50% at \$4,688. Mr. Socha seconded. Motion passed.

There is \$27,000 shown in the budget which was held over from the past year; the money is available to commit to these projects. Mr. Sumnar inquired about the deadline since the projects will extend beyond the FY 2013-2014. Ms. Wolfram answered that a one (1) calendar year project extension may be granted on an ad hoc basis.

The Façade Grant Committee motioned to approve the grant applications as presented, Ms. Kamen seconded, and motion was approved.

B. Targeted Development Committee (TDC) Report

The Committee was working on acquiring the Boyd Hotel. They are working diligently to purchase a building to develop and are working with Kevin Conant to help him start a new micro-brewery business. Ground water contamination has been recorded under the Boyd Hotel due to leaking underground storage tanks from Gene's fuel station/auto repair. New regulations state that if there is change of title, the new owner must perform a Baseline Environmental Assessment (BEA) within 45 days of purchase and create a Due Care Plan. Committee wants to look at other buildings for the project or just to develop. Kevin is working with Grant for a lease and then approach TIFA for the restaurant attraction program. That discussion was tabled until next TDC. Mr. Sumnar wanted to make clear that they are not buying the building for Mr. Conant; the building would be purchased and then offered through an RFP. Mr. Conant really wants that specific building so he is working with the building owner to possibly lease or buy direct and then talk to TIFA about monies from other programs to help renovate the building. Since TIFA is going to have a special meeting in April, perhaps they could discuss the TDC role in building acquisition. Does the TDC have the authority to purchase, on behalf of TIFA, a building up to \$250,000? Mr. Sumnar asked if the board wanted to change that. Ms. Kamen thinks that that type of decision should be by the full board upon committee recommendation. Ms. Kamen made a motion that the TDC should have the authority to negotiate building purchases up to \$250,000 with the approval of the full board needed for actual purchase. Rob Socha seconded, motion passed.

C. Beautification / Downtown Amenities Report

1. Ms. Kamen reported that Ms. Newell is collecting information pertaining to bike racks. Mr. Beeker has scheduled a meeting with MDOT regarding the replacement of the existing City Hall sign and other signage projects.

2. Planting and watering of flowers is part of the 2014/2015 budget. Any additional beautification spending must be approved by the full TIFA board.
3. Ladies Beautification League report – Laura Smith presented. The Ladies Beautification League (LBL) is requesting a TIFA Grant to support our third Hillsdale Community Mural Project. The 2014 mural will continue the LBL series of murals throughout the city which depict local history with the aim of educating, beautifying and drawing visitors and interest to the city. Nationally renowned mural artist Wes Hardin has accepted the commissioning to paint an historic train-themed mural in downtown Hillsdale celebrating our century-long train history spanning from the 1850s to the 1950s. Mr. Hardin is an accomplished illustrator and muralist with almost 30 years of professional experience. Local historian, Dan Bisher, is acquainting Mr. Hardin with the narrative history and images that accompany the era. Willowbrook Emporium, located at 92 N. Broad Street, has been chosen by the LBL for this mural. This brick building, at this prominent corner, is characterized by a high volume of both foot and car traffic on the M-99 corridor through downtown. The store owner, Mr. Bob Cline, invited LBL to use the southern façade of his building and is pleased to help expand the mural series. The mural will be a timeline with founders and historical figures that are known to have stopped in Hillsdale. 10 portraits for sale from local people.

Mr. Sumnar asked if they had approached the Community Foundation for funds. The timeline for this mural would not allow for monies from the Community Foundation at this time.

Mr. Spiteri understood that TIFA would fund the first mural but would not fund any other projects. Mr. Sumnar fears that TIFA is becoming a 'go-to' group for funding. Ms. Kamen did not want to cover restored brick, Ms. Smith stated that the brick is actually crumbling and the artist has an acrylic base material that will repair and restore the brick in order to establish a firm foundation for the mural. Mr. Sumnar stated that this sort of project violates the TIFA plan. Ms. Wolfram stated that it is different because there will be some building repair in order to establish the mural. Ms. Smith informed the board that if approval for funding was not given today, the timeline would be pushed back to August. Ms. Smith told the board that the agent is a "Dryvit" restorative product. The estimate for the mural project is \$20,000. Mr. Parney motioned to postpone a decision until he could inspect the building in question. Ms. Kamen seconded. Ms. Kamen asked to see more information about the preservation product. Motion passed. The board discussed holding a special meeting in April to address the mural.

V. New Business

A. FY 2014-2015 budget – budget review.

Potential addition to the budget – parking lot improvement – Keith Richard, Director of Public Services would like to request that TIFA once again consider funding the preservation of the various City Parking Lots during the upcoming fiscal year, as they did five years ago, during the summer of 2009. Additionally, this would be the first time since the reconstruction of the Mid-Towne Lot, also in 2009 (\$91,000), that any crack filling, seal

coating and re-stripping has been performed. For informational purposes, the industry standard for preventative treatment to bituminous paved parking surfaces is typically every three (3) to five years (5), depending on traffic volume and use. This is year five (5) since that work was performed; Mr. Richard wanted to convey the urgency for the need of this application during this upcoming fiscal year. The Parking lots that preventative treatment is needed include; Lot C (Mid-Town), Lot E (City Centre), Lot J (Post Office 'Triangle'), Lot G (between Post Office & Sumnar), Lot K (Elks), Lot I (Upper Library), Lot F (Methodist Church), Lot A (Brichta) and Lot D (Ferris).). Mr. Richard proposed that \$20,000 be allotted for this purpose. It should be noted that the cost to perform the preservation project in 2009 was approximately \$10,000 but the 2009 project did not include two of the three largest city parking lot areas, Mid Town and Ferris. It should also be noted that each of the preceding parking areas are currently in different stages of deterioration. Although nearly all of the parking areas are in need of crack filling and re-stripping, some may be in need of a bituminous overlay, some require milling and repaving, while others need a complete reconstruction. However, due to the extensive cost of each of these service levels, combined with the current lack of funding, for purposes of functionality, Mr. Richard recommends that we perform some minor pavement repair, crack filling, seal coating and re-stripping to each of these parking areas. As it was discussed in 2009 (and prior to), a Capital Funding Plan needs to be considered and funding designated to adequately provide the repair to each of the parking areas over an extended period of time. The city has no resources to continue maintaining the lots.

Ms. Wolfram suggested that with funding comes control and that if TIFA wants to fund infrastructure, they should look at their priorities and choose where they want to spend their monies. Ms. Wolfram also suggested that if TIFA funds the parking lot, then maybe TIFA should have more say in snow push locations. Mr. Sumnar expressed the need for a long term strategy for using funds for infrastructure; he would also recommended using funds for this project.

Mr. Parney moved to accept the budget as proposed with the addition of the parking lot maintenance costs of \$20,000. Ms. Kamen seconded. Motion passed.

B. Vice Chair elections – Mr. Sumnar motioned to elect Eric Moore as Vice-Chair. Mr. Parney seconded. Mr. Moore elected.

C. Special meeting date – April 15 at 7:30am. Ms. Wolfram asked if the TIFA board should also have a planning meeting. Mr. Parney felt that the priority should be to keep business downtown. Mr. Spiteri does not feel that the murals should be funded by TIFA anymore. Mr. Sumnar would like to be more strategic about TIFA planning. Mr. Parney liked the idea of a plan if the board would actually stay with the plan. Ms. Kamen would like to have the board discuss the focus at the April meeting. Ms. Wolfram suggested that the meeting be a work session.

VI. Adjournment at 8:45am - Saul Giminez left at 8:30am. Mr. Parney motioned to adjourn, Ms. Kamen seconded. Meeting adjourned.

City of Hillsdale: TIFA Targeted Development Committee Meeting Minutes

3rd Floor Council Chambers

March 24, 2014, 5:15pm

I. Call to Order 5:15 pm

- A. Members present: Mike Harner, Chris Sumnar, Tim Dixon
- B. Others present: Alan Beeker, Planning and Zoning Administrator
- C. Absent: Mike Parney, Mary Wolfram

II. Old Business

A. Boyd Hotel and Warehouse

- Spoke with Kevin Conant. He may purchase building directly from Grant Baker.

B. Keefer House

- Horton will sell it for \$250,000.
- TIFA attorney, Jack Lovinger says TIFA still needs to get an appraisal
- Dave Pavka will appraise for TIFA will do the appraisal for \$600
- Would have to go back to Horton and tell him the building did not appraise for \$250,000 and TIFA cannot pay more than the appraised value.
- Mr. Dixon motioned to have Dave Pavka appraise the Keefer House and the County Annex building, Sumnar supported, motion passed.
- Mr. Harner spoke with a couple of students that want to establish a non-profit to purchase, refurbish and run the Keefer House.

C. Restaurant program parameter brainstorming

- Program could be a reimbursement grant after project is complete.
- Grant monies would be available for anything within the restaurant
- Tie the monies to a lien on the building.
- Need to tie the grant to physical improvement of the building.
- Tie the grant to the restaurant equipment.
- Grant would be a 2nd mortgage on the building that could be forgiven after a timeframe
- Should it be a business startup program with more monies available for a restaurant
- Call it the Hillsdale TIFA Redevelopment Grant
- The grant monies would only be available to the property owner unless the lease holder had permission from the property owner.
- Cannot borrow more than 80%/value but refinancing cannot be more than 70%/value?
- Why can't it just be given as a grant rather than tie it to the building.
- Scenario 1 – TIFA buys the building and the business is given ownership after operation for a specified timeframe
- Scenario 2 – The applicant buys the building and TIFA gives a grant to assist in establishing the business.
- Keep the monies contingent on building improvements
- Have Mary Wolfram research other redevelopment grants to use as models for the TIFA grant.
- Tell Mr. Conant that TIFA is still establishing the parameters of the grant.
- Discussion was tabled for future meeting

III. New Business

IV. Adjournment: 5:45pm

TIFA Targeted Development Meeting Minutes
3rd Floor Council Chambers/2nd floor conference room
April 28, 2014, 5:15pm

I. Call to Order 5:25 pm

- A. Members present: Mike Parney, Chris Sumnar, Tim Dixon
- B. Others present: Alan Becker, Mary Wolfram
- C. Absent: Mike Harner

II. Old Business

A. County Annex Building

- Ruth Brown and Andy Weldon were in attendance to explain the County's desire to relocate to the old Daily News Building.
- The existing annex building has recently received \$450,000 worth of renovations including a new mechanical system and roof but it requires even more work.
- Ms. Brown spoke about the need for downtown to have more businesses, retail, restaurant and hotel.
- The County plan to make the existing Courthouse building a judicial building by relocating the District Court into the Courthouse and the Daily News building would be for staff and county offices.
- The desire is to renovate the Daily News building without asking for additional millage.
- Mike Parney feels that the existing annex building will require a great deal of work to accommodate anything other than its current use.
- The County would like to make the move within the next 2 years.
- The County has placed an offer on the Daily News building and contingent on the results of an environmental study.
- With Judge Sanderson retiring, the County feels that this is the ideal time to move the District Court to the Courthouse which will require the offices in the Courthouse to be relocated. The County would like to relocate the displaced staff and offices to the Daily News building but could relocate them to the Annex building where the District Court is currently located.
- The existing Annex building and the Daily News building are essentially the same size.
- If TIFA were to purchase the Annex building right away, Ms. Wolfram asked if the County would be willing to pay the City rent during the interim before the move. Mr. Weldon stated that he thought the County would be willing to pay \$1 per year in rent during the 2 ½ years needed for the relocation.
- Chris Sumnar is concerned that the TIFA would be tying up resources for 2 years without any return; it would be very difficult to market the building, and it will strapp the TIFA from being able to make offers on some of the other buildings in the City that they are looking at.
- Mr. Weldon stated that the move to the Daily News building is not contingent on the sale of the Annex building.
- Mr. Parney does not like the idea of tying up TIFA funds for an extended period of time by taking on the Annex building.
- Tim Dixon does not believe that TIFA should tie up funds.
- The comparable sales in the area range from \$40/s.f to \$12/s.f.
- David Pavka appraised the County Annex building at \$275,000.

B. Keefer House

- David Pavka could not get into the Keefer house in order to perform his appraisal.
- He feels that the Keefer house would range from \$202,000 to \$265,000.
- The TIFA would be willing to offer \$250,000 to Dr. Horton for the sale of the building.

- Mr. Parney would like Dr. Horton to produce receipts for the improvements made to the building since his purchase of the property.
- Dr. Horton claims to have federal historic tax credits.
- Mr. Sumnar will contact Dr. Horton to arrange for Mr. Pavka to perform his appraisal.
- Mr. Sumnar made a motion to have Jack Lovinger draw up a purchase agreement to buy the Keefer House for \$250,000 conditional on the full board approval. Mr. Dixon supported, motion passed.

C. Boyd Hotel

- Grant Baker has not given Kevin Conant a rental agreement to use the Boyd Hotel.
- Mr. Conant would like to purchase the hotel on a land contract.

D. Restaurant Program Parameters

- The original program investment requirement of \$75,000 was tied to the Redevelopment Liquor Licensing program
- RFP would be required in original intent.
- Second option was for TIFA to buy the building and put out an RFP
- Mr. Parney thinks the program will need to be reviewed for each applicant on an individual basis.
- Reviewed TIFA Restaurant Attraction Program Investment Goals (Attached)
- It is currently written as \$30,000 for the program plus \$10,000 façade grant option.
- Mr. Sumnar and Mr. Harner would like \$40,000 plus \$10,000 façade grant.
- The applicant will need to invest \$50,000 in improvements of the building in order to get the *\$40,000 forgivable loan and the \$10,000 facade grant.*
- TIFA will require that the loan plus grant cannot exceed 90% of the building value. (Combined loan/value cannot exceed 90%), require 10% equity in the building.
- 1 to 1 grant up to \$50,000 including the façade grant.
- A lease scenario would require that the building owner sign an agreement *to allow a TIFA lien for loan amount.*
- TIFA will contribute \$40,000 toward purchase of the building and the mortgage & TIFA loan/value amount may not exceed 90% and will be forgiven after 5 years.
- Mr. Dixon made motion to accept these guidelines as program parameters, Mr. Sumnar seconded, motion passed.

III. New Business

No new business

IV. Adjournment: 6:55p Mike Parney motioned to adjourn, Tim Dixon seconded, motion passed.

TIFA Restaurant Attraction Program Investment Goals

1. Funding is targeted towards a full service, dinner restaurant.
2. Funding could be set up as a five year forgivable loan. Conditions of the loan would require that the restaurant stay open for five years.
3. Funding should be tied to building improvements; TIFA will place a lien on the property for the amount of TIFA funding.
4. ~~Restaurant equipment purchased with TIFA funding would belong to TIFA; a lease agreement would be signed with restaurant owner.~~
5. A development agreement will be required wherein the restaurant owner agrees to compliance with the conditions listed above.
6. Funding will be available on the basis of a 1:1 match by the restaurant owner up to:
~~-\$40,000 total which will include up to \$10,000 in a façade grant.~~
OR
-\$50,000 total which will include up to \$10,000 in a façade grant.
7. Applicants for funding must show adequate capitalization for the owner share of financing.
8. The amount of funding will be made available based on owner's restaurant experience, financial backing and chance of success. Applicants will be screened for the following:
 - restaurant experience and proven track record
 - financial resources/ business plan
 - restaurant type

Questions/problems:

1. Is funding only available for a full service dinner restaurant? **yes**
2. Must the restaurant sell alcohol? **yes**
3. Could partial funding be available for a non-alcoholic or lunch restaurant and full funding be available for a full service dinner restaurant? **No**
4. What if the restaurant goes out of business and has no funds to repay the loan? **TIFA would have a lien on the building and would be second in line behind the bank to get paid...OR...TIFA could buy the building for the unpaid portion of the loan.**
5. What if the restaurant stays open, but changes locations? In or out of the TIFA district?
6. What if the restaurant stays open but at reduced hours? For instance it starts as a dinner restaurant and decides to change to a breakfast and/or lunch venue? **Loan is not forgiven**

TIFA Façade Grant Committee Meeting Minutes

2nd Floor Conference Room

May 19, 2014 7:30am

I. Call to Order 7:35am

- A. Members present: Robert Socha, Saul Giminez, Eric Moore
- B. Others present: Mary Wolfram, Alan Beeker, Dan Watkins, Laura Smith

II. Old Business

No Old Business

III. New Business

- A. LBL Façade Grant Application – The Ladies Beautification League in cooperation with Jay Greenspan, owner of 32 E. Bacon, would like to continue their series of murals throughout the city which depict local history with the aim of education, beautifying and drawing visitors and interest to the city. The grant request is to add to the existing Greenspan grant of \$3100. The request is to increase the grant total to \$10,000 which would mean \$6900 additional. The increase would cover supplies and labor for the mural. Eric Moore made a motion to recommend the increase of \$6900 to the grant maximum of \$10,000, Rob Socha seconded, motion passed.
- B. Maribeth's Façade Grant Application – The purpose of this project is to renovate and repair the front display and second floor windows of this property. In addition to the windows, the front and rear signage will be replaced and updated. Paint and repairs and touch up will be done on the front, rear and rear south side of the building. Saul Giminez made the motion to recommend to grant \$6398 for Maribeth's façade project. Rob Socha seconded. Motion passed.
- C. Discussion about the TIFA review process with regard to historic preservation for buildings on the National Register of Historic Places.

IV. Adjournment: 8:10am

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

May 19, 2014
7:00 p.m.
(517)437-6441
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.

New Councilmembers Bruce Sharp and Timothy Wells take their oaths of office.

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 members Sally Kinney and Timothy Wells representing Ward Two; Council members Emily Stack Davis and Bruce Sharp representing Ward Three; and Council members Patrick Flannery and Mary Beth Bail representing Ward Four.

Also present were City Clerk Robilyn Swisher, City Attorney Kevin Shirk, Keith Richard, Matt Durr, Lynn Foley, Aimee England, Ruth Brown, Sally Fallon, Judy Buzo, Sheri Ingles, Doug Ingles, Shirley Vaninsdale, Samuel Nutter, Nate Rusk, Jaminda Springer, James Scheibner, Richard, Smith, Mary Wolfram, Alan Beeker, Julie Beeker, and Ted Jansen

Mayor Sessions states that the City Manager will not be in attendance at tonight's meeting.

Approval of Agenda

Motion by Councilperson Watkins, supported by Councilperson Davis to approve the May 19, 2014 Agenda as presented.

All ayes.

Motion carried.

Public Comment

Ruth Brown, 45 Applerun, urged the council to not cut a police officer position. Ruth Brown also urged council to instruct the City Manager to instruct the Finance Director to look at other options for cutting the Budget.

Josh Mercer, 140 Budlong Street, stated he was happy to see the agenda items concerning houses suffering from blight. Josh also stated that he would like to see council move towards making the treasurer and clerk positions able to be appointed, by either the Mayor or Council, in the instance of one of them resigning before the end of their term. Josh also stated that he appreciated the work Council had done on the Budget.

Jaminda Springer, 89 South Howell, explained how she feels Council can cut the Budget and still keep the General Fund Reserve at the minimum 15% of the General Fund Budget. Jaminda suggests that each department cut their budget by 2.61% to achieve this.

Ted Jansen, 104 Hillsdale Street, stated he would like to see the Council find a way to keep the officer position in the budget, and if not that they set a meeting soon to try to get it back in the budget.

Doug Ingles, 20 Vine Street, stated that he was in favor of the parking restrictions on Vine Street because he feels it is a safety concern.

Consent Agenda

- A. Approval of Bills from May 8, 2014: Claims of \$124,778.39 Payroll of \$94,316.62
Invoice Distribution Report 5-8-14

- B. Committee Reports (Pending Approval):
Cemetery Minutes of May 5, 2014
- C. Council Minutes 5-5-14
- D. April 2014 Financial Reports

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

Approved 9-0.

Motion carried.

Communications and Petitions

Sally Fallon, Mrs. Stock's Park, reviewed the history of the park and listed the many improvements that have been done to the park. Mrs. Fallon also stated the many events that are held at the park during all seasons. Mrs. Fallon listed many donors and thanked them and the entire community for their support of the park. Mrs. Fallon stated that when visitors or new companies come to look at our city as a place they may want to settle in, we can point to Mrs. Stock's Park as one of our gems that represents the spirit and the beauty of the City of Hillsdale. She also stated that there will be an ice cream social held on August 10, 2014 from 2:00 pm till 5:00 pm to celebrate 10 years and the whole community is invited to attend.

Introduction and Adoption of Ordinances/Public Hearings

None

Unfinished Business

- A. Local Streets Maintenance –
Councilperson Flannery stated that he would like to see Council move forward with the plan that was brought to Council listing all of the possibilities for funding the streets. Councilperson Flannery stated that he would like to have this referred to the Public Service Committee to review and for them to give Council some direction on where to go with the street plan.

Motion by Councilperson Flannery, supported by Councilperson Stockford to refer the Street Plan List to the Public Service Committee for review.

All ayes.

Motion carried.

- B. Code Enforcement.
New Enforcements –April 2014
Closed Enforcements
Open Enforcements
PD Code Violations April 2014
- C. Clerk / Treasurer Duties and Hours

Old Business

- A. 2014-15 City Budget
City Manager Linda Browns recommendation states that she recommends Council adopt the budget as originally presented by passing the enclosed Resolutions.
Councilperson Watkins stated that Council had a really good work session, but the bottom line is that the City needs to adopt a budget by June 1st. Councilperson Watkins suggests that Council pass the budget as it is and continue working on it after it is passed.

Councilperson Davis agrees that the budget should be voted through but states that Council needs to immediately set a date for another work session to continue working on it.
Councilperson Flannery agrees with Emily in voting the budget through but also setting a meeting to continue working on it immediately.

Motion by Councilperson Davis, supported by Councilperson Flannery, to approve the City Budget as presented Resolution # 3171. Roll call: Councilperson Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Flannery – yes; Kinney – yes; Sharp- yes; Stockford – yes; Watkins – yes.

Approved 9-0.

Motion carried.

B. Levy for City Budget

Motion by Councilperson Davis, supported by Councilperson Flannery, to approve the Levy for the City Budget as presented Resolution #3172. Roll call: Councilpersons Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Flannery – yes; Kinney – yes; Sharp- yes; Stockford – yes.

Approved 9-0.

Motion carried.

Motion by Councilperson Davis, supported by Councilperson Flannery to set a work session meeting to discuss the Budget for May 29, 2014 at 6:30 pm.

All ayes.

Motion carried.

New Business

A. Parking on Vine Street

City Manager Linda Brown recommends that Council act on the Resolution which is included in the TCO to make this a permanent Traffic Order.

Councilperson Stockford stated that all the houses on Vine Street do have driveways to park in.

Councilperson Flannery Stated that the Ward 4 residents on that street are in favor of this order.

Councilperson Davis inquired if anyone had spoken with the church that is on the corner of Vine Street. It was determined that they had not been contacted about the order being made permanent, but no one has complained and the order has been in place for several months.

Motion by Councilperson Watkins, supported by Councilperson Stockford, to approve the Traffic Control Order for Vine Street as presented, Resolution #3173. Roll call: Councilpersons Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Flannery – yes; Kinney – yes; Sharp- yes.

Approved 9-0.

Motion carried.

B. Set Public Hearing for Metallist, Inc IFT

City Manager Linda Brown recommends Council set a public hearing for June 16, 2014 at 7:00 pm as the date and time for public input regarding the issuance of the exemption.

Motion by Councilperson Watkins, supported by Councilperson Sharp to set a Public Hearing for Metallist, Inc IFT for June 16, 2014 at 7:00 pm.

All ayes.

Motion carried.

C. Fee Schedule Changes

City Manager Linda Brown recommends that Council adopt the fee schedule again to include the suggested changes.

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

Approved 9-0.

Motion carried.

D. Declaration of Public Nuisance – 55 S. Broad Street

City Manager Linda Brown recommends that Council pass the Resolution to proceed with the correction of the violations. The problem is that the costs of demolition would be paid by the City and added to the tax roll. If the City owned the property we would be eligible for monies through the State of Michigan CDBG funding. However, the City does not own the property so that is a consideration as well.

Councilperson Watkins asked Assessor Kim Thomas to explain the CDBG funding. City Assessor Thomas stated that there are state grants that the City could apply for.

Councilperson Stockford stated that he talked to the person who owns the house. The owner stated that he did not know there were any issues with the house because he doesn't live in the house.

City Assessor Thomas stated that this was the first she had heard that he did not live at the house since the owner is claiming it as his principal residence.

Motion by Councilperson Watkins, supported by Councilperson Flannery, to approve the Declaration of Public Nuisance for 55 S. Broad Street as presented, Resolution # 3174. Roll call: Councilpersons Kinney – yes; Sharp- yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Flannery – yes.

Approved 9-0.

Motion carried.

E. Declaration of Public Nuisance – 17 Ludlam Street

City Manager Linda Brown recommends Council pass the resolution to proceed with the correction of the violations. However, the same problem exists with this property as well as 55 S. Broad, how does the demolition get paid by the City. If the City owned the property we would be eligible for monies through the State of Michigan CDBG funding.

Motion by Councilperson Watkins, supported by Councilperson Sharp, to approve the Declaration of Public Nuisance for 17 Ludlam Street as presented, Resolution # 3175. Roll call: Councilpersons Flannery – yes; Kinney – yes; Sharp- yes; Stockford – yes; Watkins – yes; Wells – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes.

Approved 9-0.

Motion carried.

Miscellaneous

HPG April 2014 Progress Report

Citywide Garage Sales

General Public Comment

Richard Smith, 63 South Broad, commended the new City Assessor and Council for responding quickly to the complaints on the property on South Broad.

Mary Wolfram, 3 Corona Circle, explained how Detroit is handling the great number of homes in blight. Mary also stated that the citywide garage sales are not run by the city but more of a time where there are a lot of garage sales in the city. Mary also reminded citizens who are having garage sales to not post their signs on utility poles.

Council Comment

Councilperson Watkins welcomed new councilmembers.

Councilperson Davis asked if there was a possibility for joint committee meetings that would meet the OMA.

City Attorney Kevin Shirk stated that if Council all want to be present at a meeting and have input and act that is essentially a Council Meeting not a committee meeting. You can have more Council Meetings if Council votes to do so.

Councilperson Davis stated that she felt discouraged that she got no response from the City Manager or the City Attorney when she brought the subject up before.

Councilperson Watkins stated that he could see Councilperson Davis's point, but when committees meet there could be a lot of stuff to go through. The purpose of the committees is to weed out things and narrow the list of things that are brought before Council for discussion.

Councilperson Stockford commended all of the men and women who put their time and effort into making Stock's Park a beautiful place.

Mayor Sessions welcomed the new councilmembers.

Adjournment

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

All ayes

Motion carried.

8:01 p.m.

Scott M. Sessions, Mayor

Robilyn Swisher, City Clerk

NOTES FROM BUDGET WORK SESSION (May 29, 2014)

Council present: Flannery; Sessions (Mayor); Sharp; Stack-Davis; Stockford; Wells

Not present: Bail; Kinney; Watkins

City leadership present: Brown (City Manager); Buzo (Dial A Ride); Gutowski (Safety); Richard (Public Services)

Ideas for Revenue Growth and/or Budget Cuts:

(This list includes ideas brought up at previous work session, May 12, 2014.)

- Better advertising for Rec. Dept's All-Season Pass (\$25; credit card sales at beach entry)
- Potential bulk purchasing contracts for natural gas
- Creating and implementing an energy management program for all city-owned buildings
- Fees for fire dept. calls (homeowners' insurance often covers; this is "in process" according to Brown and Gutowski)
- Raise pavilion rental rates
- Raise dock slip rental rates
- Ordinance enforcement for apartments/rentals without adequate parking (as designated by ordinance)
- Charge fee for out-of-city solicitors (\$50-\$100 potentially)(Already have to register with police for local background check)
- Charge \$5 for garage sale permits (Could help remedy signs posted on telephone poles/right of way)
- Fines for consistently un-shoveled snow (empty homes; landlords)
- Reduce longevity pay, possibly convert to goals/performance-based system
- Incentivize police to retain/maintain police cars an extra year (small bonus; model behavior)
- Cut Granicus
- Cut legal services \$10k (negotiate new contract)
- Increase Dial-A-Ride fees by \$0.20 per fare
- Code enforcement coordinate schedule with firefighters when two are on a shift (less wear/tear on fire trucks; only smaller vehicles taken when firefighters take fire)
- Airport costs \$100k from the City annually with little direct benefit to city residents. Save money by leasing to company; raise revenue by charging planes that fly in/out of airport.
- Fundraising projects could be undertaken by Police and Fire
- Increase overnight parking license fee (currently \$25/year)
- Privatize Rec. Dept.
- Tow order on key main roads for snow removal (downtown-specific)
- Increase parking ticket fines (currently \$10)
- Decrease availability of half-price Dial A Ride tickets
- Increase marketing of Dial A Ride, Rec. Dept., other community services
- x - Limit/close/privatize compost
- x - Limit/reduce leaf pick-up (bag leaves)
- End pay of County Econ. Dev. person (redundant services)
- Townships contribute to Rec. Dept. budget
- x - Cut/limit seasonal workers
- Public access TV from Comcast...where is the money?
- More payment from BPU (How does current 3% compare with other, similar municipalities?)

Further information requested:

- Data on man-hours/\$ committed when closing streets for events (parades; downtown shopping events; plaque dedication)
- Data on city spending for utilities in city-owned buildings (Wells to look for potential savings on energy)
- Data on number of medical emergencies and number of fire fighters (full time and volunteer) who respond; also, how are appropriate staffing levels maintained for volunteers; how many medical emergencies are handled by Reading EMS (Pending question created at meeting: Is it profitable for City fire fighters to take on medical emergencies when Reading EMS has a countywide contract?)
- Asked Gutowski (Fire/Police), Buzo (Dial A Ride), and Richard (Public Services) for their current fees and what they would propose as increases to raise revenue
- How much \$ goes to seasonal temp. workers for DPS? For Rec. Dept?

DPS -
To Do

DPS -
To Do

- Total annual utility budget (# accounts; # buildings) to create broad strategy for utilization savings.

Already done:

- Right-of-Way permits increased fees (Keith Richard/DPS)

- Confirmed: BPU is a department of the City, thus under the Council, by way of charter

Emily Stack Davis

City of Hillsdale

Agenda Item Summary

Meeting Date: June 2, 2014

Agenda Item #10: New Business A – Park Usage Agreement Indiana Outboard Races

As in the past, the Indiana Outboard Racing Association has requested permission to use shoreline at Owens Memorial Park in conjunction with their event sponsored by the American Legion. This year the races will take place on – June 27, 28 and 29 as well as September 5, 6 and 7. The usage includes launching from the shoreline at Owens Park and placement of a portable toilet in the park. The Association also obtains clearance from both the Department of Natural Resources and the Sheriff's Department Marine Patrol for the event.

I have attached a proposed Park Usage Agreement which includes certain insurance and liability requirements for the events. .

RECOMMENDATION:

This event has been historically well attended. I have been advised by the Recreation Director that the individuals conducting the races are appreciative of those in attendance and enjoy interacting with them. She describes the event as being very family oriented.

I recommend Council approve the event and authorize the Mayor and Clerk's signatures on the use agreement pending review by the City Attorney.

AGREEMENT FOR USE OF PARK

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Indiana Outboard Association, 26052 Thomas, Warren, MI, 48091, MI (Association)

Preamble

Hillsdale owns and operates a series of parks for the use and benefit of its citizens and members of the general public. Among other things, Hillsdale seeks to promote the use of its parks by providing for and encouraging activities within them that increase their usage by its citizens, as well as bring members of the public from other areas into Hillsdale for the potential economic benefit of the community at large. In doing so, Hillsdale is concerned with regulating the use of its parks so as to reasonably assure that they are not used in a manner that either exposes persons attending activities or who are otherwise present within its parks to unreasonable risks of harm or causes damage to the parks and park facilities.

The Association is a Michigan corporation that promotes and sponsors outboard boat races for its members and authorized participants. The Association has represented that it is a responsible organization and that it has created appropriate regulations and policies by which it regulates participants in the events it promotes and sponsors. The Association also represents that participation in its events is open to all on a nondiscriminatory basis.

Hillsdale has determined that it is in its best interests and the interests of the general public to allow the Association to use Owen Memorial Park as the site from which it may conduct outboard boat races on Baw Beese Lake and the Association has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of the Association's following promises and agreements, Hillsdale agrees to allow the Association to use Owen Memorial Park as a staging site from which it may conduct outboard boat races for its members and other authorized participants on June 27, 28 and 29, 2014 and again on September 5, 6 and 7, 2014, subject to the Association's full compliance with the following terms and conditions.
2. Hillsdale and the Association agree that:
 - a. the June 2014 event shall commence not earlier than 8:00 a.m. and end at or before 8:00 p.m. on June 27, 28 and 29, 2014; and
 - b. the September 2014 event shall commence not earlier than 8:00 a.m. and end at or before 8:00 p.m. on September 5, 6 and 7, 2014.
3. The Association agrees to abide by all applicable rules and regulations pertaining to use of parks, inclusive of park closing times, as described in Chapter 24 of the Code of the City of Hillsdale, all restrictions contained in the deed from the Baw Beese Memorial Association and the Last Will and Testament of R. L. Owen, as well as

the legal opinion of Lewis I. Loren, attorney at law, dated January 13, 2003, copies of which are attached hereto and incorporated herein by reference.

4. It is further agreed, pursuant to the action of the Hillsdale City Council on May 2, 2011, that on the dates of each permitted event, but not otherwise:

a. The Association may erect and use an officials' tent for the purpose of staging, regulating and directing the races and associated activities such as registration of participants, the making of announcements and awards, provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within the park; and

*Not Advised
but...* →

b. Parking shall be permitted on the grass during the event times.

5. The Association acknowledges that there are no available restroom facilities at Owens Park during the time of the scheduled events. Accordingly, the Association represents and agrees that, at its sole expense and as a condition precedent to the commencement of either event, it will provide and have in place portable restroom facilities that comply with all applicable health and sanitation codes for each scheduled event in full working order and sufficient quantity to accommodate the needs of its participants and the general public.

6. The Association agrees that it shall remove or cause the removal of any tent or restroom facilities placed by it or on its behalf within the reserved area as soon as possible following the event but in no case later than 12:00 noon on June 30, 2014 with regard to the June 2014 event and no later than 12:00 noon on September 8, 2014 with regard to the September 2014 event. The Association further agrees that no attachments for tents or any other facilities will be made to any paved surfaces within the park.

7. The Association agrees that it shall not permit any street or road within Hillsdale's park system at or adjacent to Baw Beese Lake to be blocked or obstructed, nor shall it undertake or permit the obstruction of or interference with members of the general public from the lawful use of any park facilities with the exception of those that the Association specifically and directly occupies under this agreement. Further, the Association agrees to and shall confine its activities solely to Owen Memorial Park.

8. The Association agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of any damage caused by it and/or its employees, servants or agents to private or public property, whether real or personal, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items which are placed or left in the park in conjunction with or as a result of the Association's event.

9. The Association represents that it is a valid Michigan corporation, which is and has been actively engaged in the field of outboard boat racing and the staging of racing events and further represents that it possesses the skill, experience, competence

and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and professional manner.

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

11. The Association shall provide Hillsdale with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with Hillsdale, its elected officials, officers, employees designated therein as a named insured, which coverage shall be primary coverage rather than any policies and insurance or self-insurance retention that Hillsdale owns or maintains to be and remain in force for the duration of the Associations' presence on and use of Hillsdale's park, such proof to be provided at the time of execution of this Agreement.

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

13. The Association further agrees to and shall defend, indemnify and hold Hillsdale, its elected officials, officers, employees harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the Association, its agents, servants, employees, guests, invitees and event attendees which otherwise arise or are claimed to have arisen as a result of the use by the Association of such reserved area or any other area of Hillsdale's parks or roads within them (inclusive of tents or portable bathroom facilities placed by the Association), whether or not such damages or injuries, including death, are caused in part by the negligence of Hillsdale, its elected officials, officers, employees; provided, however, that the Association shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

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

15. The Association agrees that Hillsdale may immediately terminate this contract without further obligation or liability to the Association at its option and without

prejudice to any other remedies to which it might be entitled, whether in law, in equity or under this contract, by giving written notice of termination to the Association if the latter should:

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

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

16. Notice of termination pursuant to the forgoing provisions shall be provided to the Association in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: Kevin Besonen, Indiana Outboard Association, 26052 Thomas, Warren, MI 48091. All notices from the Association to Hillsdale shall be in writing and shall be delivered by ordinary first class mail or personal service to the following person at the following address: Linda Brown, Hillsdale City Manager, 97 N. Howell Street, Hillsdale, Michigan 49242.

17. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written, except as provided in the attached Exhibit A.

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

City of Hillsdale

Indiana Outboard Association

Scott Sessions, Mayor

Dated: June ____, 2014

Kevin Besonen, Board Member

Dated: June ____, 2014

Michelle Loren, Deputy Clerk

Dated: June ____, 2014

City of Hillsdale

Agenda Item Summary

Meeting Date: June 2, 2014

Agenda Item #10: New Business B – Easement Hillsdale College

I first met Rich Pe'we' on site last Fall regarding the college's plans to expand Phillips Auditorium and the Dow Center. The plans, however, revealed that approval would impact the West Street right-of-way. Since that time, Alan Becker, the City Attorney and I have worked with the college to develop an easement addressing the impact. Keith Richard's opinion and assistance have been essential in the process of defining the project area. Please review the attached memo from Alan.

If you refer to Paragraph 1 B – Purpose, of the attached Easement, you will note that the College is responsible for all expenses incurred to make the improvements to West Street.

RECOMMENDATION:

I recommend that the Council authorize the Mayor's signature on the easement so as to allow the project to begin immediately.



TO: City Manager
FROM: Zoning Administrator
DATE: May 30, 2014
RE: Hillsdale College Easement Agreement

Background: In October of 2013, Hillsdale College approached the City requesting an easement to build within the West Street right-of-way in front of the Phillips Auditorium building. The College was hoping to increase seating in the existing Phillips Auditorium as well as the Dining Hall. The plan would also create a new formal entrance to the building on West Street and would include a Porte cochere covering the entrance for vehicle passenger drop off. However, the foundations of the Porte cochere would encroach upon the City right-of-way on the east side of West Street. In exchange for the granting of an easement, the College agreed to include the reconstruction and alteration of West Street from the intersection of Galloway Avenue, south to the project limits.

The project has met all site plan review requirements and has approval from the Zoning Administrator and the Planning Commission pending the acceptance of the easement agreement.

The City has determined that the Easement Area is outside of the main traveled portion of West Street and that the construction and other improvements the College plans to implement within it, when finished, will not interfere with the public's use of West Street for vehicular and pedestrian traffic or public and private utility facilities and services. The City has further determined that granting the College an easement over the Easement Area on the terms and conditions hereinafter set forth is in the City's best interest, as doing so will benefit the City, its citizens and the general public, economically and socially by, among other things, enhancing and expanding the College's ability to host private and community based events that will positively enhance the public image and perception of the City, draw and involve visitors to the City as well as residents for participation in various events ranging from academic and community events to those involving the arts, and provide economic and other benefits to City, commercial and industrial enterprises.

AREA ABOVE LINE RESERVED FOR RECORDING DATA

EASEMENT FOR STRUCTURE AND INGRESS AND EGRESS

This agreement (the "Easement Agreement") is entered into on this 30th day of May, 2014, between the City of Hillsdale, a Michigan municipal corporation, whose address is 97 N. Broad Street, Hillsdale, Michigan (the "City") and Hillsdale College, whose address is 33 E. College Street, Hillsdale Michigan (the "College") on the following terms and conditions:

Preamble. The City owns certain real property within the City's corporate limits that is known and commonly described as West Street, which includes the right-of-way within which the main traveled portion of West Street is located.

The College is the owner of certain real estate, that abuts a portion of West Street's east right-of-way line, whose legal description is attached as Exhibit A and which real estate was conveyed to the College by warranty deed dated February 19, 1910, recorded in Liber 170 Page 170 in the Hillsdale County Records (the "College's Parcel").

The College is desirous of constructing an addition to an existing structure located on the College's Parcel, a portion of which will encroach upon the City's West Street right-of-way, for which the College has requested a permanent easement over that portion of the West Street right-of-way legally described and then shown on a separate diagram in attached Exhibit B ("Easement Area"). The addition will require and include, among other things, the following, all at the College's sole expense unless otherwise specified:

- A. The construction of a driveway and a roofed structure extending from the entrance of the building addition (“porte cochere”) for the collective purpose of providing pedestrian and vehicular access to the building and sheltering those entering and exiting the adjacent building while getting in or out of vehicles and for other related purposes;
- B. The removal, relocation and installation of new concrete curbs and gutters, sidewalks, ADA ramps and asphalt replacement along West Street “extending from the radius commencement at the corner of West Street and Galloway Avenue, extending south along West Street including the full width of the Right of Way approximately eight hundred and fifty (850’) feet in accordance with the plans and specifications attached and listed in Exhibit “C” (collectively the “project limits”); the plans and specifications attached as Exhibit “C” are hereafter referred to as the “plans and specifications”;
- C. The removal, relocation, and reinstallation of certain public and private utility facilities in accordance with the plans and specifications;
- D. The design and installation of all associated and related infrastructure and landscaping improvements necessary to provide access to the addition from West Street, and to generally beautify the area; and
- E. The use of the Easement Area as an access to and egress from the building located on the College’s Parcel adjacent to the Easement Area by and through the porte cochere for and in connection with College sponsored events and activities.

The City has determined that the Easement Area is outside of the main traveled portion of West Street and that the construction and other improvements the College plans to implement within it, when finished, will not interfere with the public’s use of West Street for vehicular and pedestrian traffic or public and private utility facilities and services. The City has further determined that granting the College an easement over the Easement Area on the terms and conditions hereinafter set forth is in the City’s best interest, as doing so will benefit the City, its citizens and the general public, economically and socially by, among other things, enhancing and expanding the College’s ability to host private and community based events that will positively enhance the public image and perception of the City, draw and involve visitors to the City as well as residents for participation in various events ranging from academic and community events to those involving the arts, and provide economic and other benefits to City, commercial and industrial enterprises.

Accordingly, the City is willing to grant the College an easement over the Easement Area and the College is willing to and does hereby accept the grant, subject to, and in accordance with, the following terms and conditions.

Agreement

In consideration of and in reliance on the College’s promises and its agreement to fully comply with all of the terms and conditions in this Easement Agreement, the City hereby grants the College a permanent easement over the Easement Area (collectively the “Easement”), as provided in this Easement Agreement:

1. **Purpose.** The purpose of the Easement is to allow the College to design, construct, and implement the plans and specifications attached as Exhibit C for the use of the Easement Area and, to use the Easement Area solely for the following purposes and no others, provided, however, that any demolition and construction activities described below shall be as detailed in the plans and specifications and shall be limited to the area included within the project limits:

- A. The construction of (a) a driveway and (b) a roofed structure ("porte cochere") extending from the entrance of the adjacent building addition into the Easement Area for the purpose of providing vehicular and pedestrian access to the adjacent building and for sheltering those entering and exiting the adjacent building while getting in or out of or waiting for vehicles including loading and unloading, and other related purposes.
- B. The removal, relocation, and construction of new sidewalks, ADA ramps and new alignment of concrete curbs and gutters on the east side of West Street within the project limits. The selective removal and construction of existing concrete sidewalks, ADA ramps, lead back/ramp drive approaches and concrete curbs and gutters on the west side of West Street within the project limits. The project will include the removal of existing asphalt within the project limits and the preparation and installation of new asphalt and asphalt base as needed the full width of West Street from east curb line to west curb line extending from the radius commencement at the corner of West Street and Galloway Avenue, extending south the full length of the project limits in accordance with the plans and specifications, subject to the City's prior written approval of the plans and specifications and its written approval and acceptance of the new concrete curbs, gutters, drive approaches, ADA ramps, walks and asphalt replacement, as built.
- C. The removal, relocation, and reinstallation of certain public and private utility facilities in accordance with the plans and specifications including specifically Page C400 and Page C500, subject to the prior written approval of the foregoing plans and specifications by the respective owners of such facilities, and their respective written approval and acceptance of them, as built.
- D. The design and installation of all associated and related infrastructure and landscaping improvements necessary to provide access to the addition from West Street, and to generally beautify the area, in accordance with the plans and specifications, subject to the City's prior written approval of the plans and specifications and its written approval and acceptance of the new infrastructure and landscaping improvements, as built.
- E. The design and implementation of restricted or prohibited parking on the main traveled portion of West Street, subject to the City's written approval of the plans for such parking regulations and their implementation.
- F. Maintenance, repair, or improvement of any of the foregoing structures or improvements that are within the Easement Area and which are the College's responsibility under this Easement Agreement. Nothing in this Easement Agreement shall cause the College to become responsible for repair or

maintenance of public utilities or improvements which belong to or are otherwise the responsibility of a governmental unit, public or private utility, or a provider of other public or private services such as communications including, by way of example, telephone, cable or television.

When the foregoing improvements are substantially complete or when the City otherwise approves, the College may begin to use the Easement Area for the purposes allowed by this Easement Agreement.

2. **Burdened Property.** The Easement shall be and is intended to be an appurtenance benefitting the real estate described in Exhibit A and a burden on the Easement Area and the City's ownership of West Street and the right-of-way in which it is located.

3. **Consideration.** Consideration for this Easement is \$10.00 paid by the College to the City and the grant and conveyance of the Easement by the City to the College, together with the mutual covenants contained herein.

4. **Description of the Easement.** The Easement shall be a perpetual easement that runs with the land burdening the Easement Area and benefiting the College's Parcel. In consideration of the grant of the Easement, the College agrees to comply with all the terms of this Easement Agreement. The Easement shall be a non-exclusive easement and the Easement Area shall also be usable (a) by the general public for access to and egress from the College's building on the adjacent portion of the College's Parcel in connection with all events to which the College invites the general public; and (b) by the City, its agents, employees and authorized designees for access to and maintenance of the public and private utility facilities located within the Easement Area. The use of the Easement Area by the general public shall be subject to the College's reasonable rules and regulations.

5. **Condition and maintenance.** By acceptance and recording of this Easement Agreement, except as otherwise specifically provided in the Easement Agreement, the College agrees to be and shall be solely responsible for the following and all costs attendant therewith to the extent required by the plans and specifications:

- A. The construction and maintenance of the porte cochere and the driveway through and over which the porte cochere extends;
- B. Construction of all infrastructure and landscaping improvements related to or made in connection with the improvements to the Easement Area, including access to and from West Street, the narrowing of West Street and the associated removal, relocation of all public and private utility facilities located within the Easement Area;
- C. Maintenance of any infrastructure, the driveway and landscaping within the Easement Area; and
- D. The construction and maintenance of the landscaping and general beautification of the Easement Area.

Notwithstanding the foregoing, no City curbs, street surfaces, public or private utility nor any necessary removal, relocation and/or replacement of all public and private utility facilities located within the Easement Area shall be disrupted, removed, relocated,

replaced or finalized by the College without the City's and other owners of such facilities' prior written approval of all related plans and specifications and final approval of such installations, as built, to assure compliance with all applicable laws, rules, regulations, and standards.

6. **Insurance.** Prior to commencement of the work described in the Easement Agreement, the College shall secure (if not already in place) and maintain during the term of the continuance of the Easement such insurance as will protect the College and the City from claims for bodily injury or property damage to the extent arising out of the College's construction, use, and/or maintenance of the porte cochere; the driveway through and over which the porte cochere extends; construction of associated infrastructure and landscaping improvements related to or made in connection therewith, including the access to and from West Street, the narrowing of West Street, and/or the associated removal, relocation of all public and private utility facilities located within the Easement Area; and/or construction or maintenance of infrastructure, the drive, or landscaping by the College within the Easement Area.

During the construction phase, the College and its General Contractor shall provide the City with certificates of insurance meeting the following requirements:

A. Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:

- (i) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
- (ii) \$1,000,000 for personal and advertising injury liability;
- (iii) \$1,000,000 aggregate on products and complete operations;
- (iv) \$2,000,000 general aggregate.

B. Workers' compensation insurance to cover employee injuries or disease compensable under the workers' compensation statutes of the State of Michigan. This insurance shall comply with all applicable rules and regulations of the State of Michigan.

C. Excess or umbrella policy with minimum limits of liability in an amount not less than \$4,000,000 per occurrence.

The City and its employees, officers, and agents, shall be named additional insureds and the liability coverage shall be primary and excess over any general liability or umbrella policy of the City. In addition, the College's general liability and umbrella insurance companies shall provide not less than thirty (30) days' notice shall be given to the City if insurance is canceled, materially reduced, or not renewed (ten (10) days' for nonpayment). Each of the foregoing coverages shall be evidenced by an appropriate certificate and endorsement to the College's policies which the College shall provide to the City. Should any required insurance be canceled, materially reduced or expire, the City shall have the option of providing written notice to the College to halt all activities allowed under this Easement Agreement. If the College has not provided the required insurance within five (5) days of receipt of said notice, then any right of the College to use the Easement Area shall be suspended until the College obtains the insurance required by the Easement Agreement and provides to the City satisfactory proof that the

required insurance is in effect.

The College shall provide the City with a certificate of insurance and appropriate endorsements meeting all construction phase requirements excepting item B. Workers' Compensation.

7. **Indemnity.** The College hereby releases and covenants not to sue the City and its agents, officers, and employees, and shall, to the fullest extent permitted by law, protect, indemnify and hold harmless the City and its officers, employees and agents, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions including reasonable attorneys' fees, which cause bodily injury or property damage to third parties and shall defend the City and its officers, employees, and agents, in any suit, including appeals, for any personal injury to, or death of, any person or persons, or for loss, theft, or damage of and to any property or property rights to the extent arising out of the acts or omissions of the College, or its employees, agents, contractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, in the performance, or nonperformance, of the College's obligations under this Easement Agreement. To the extent available as a benefit under the applicable insurance policies, the City hereby reserves the right to select its own counsel in defense of any matter arising hereunder if it so chooses, and no payment, or acknowledgement of liability, loss, fine, penalty or charge shall be made against the City without its express written consent.

This indemnity and duty to defend shall survive the expiration or termination of this Easement Agreement.

The College expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. **Nondiscrimination.** The College represents and covenants that it shall not discriminate against any contractor, subcontractor, 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.

9. **Release of Documents.** The College acknowledges and agrees that all documents that it has provided or hereafter provides to the City in connection with or regarding its request for this Easement, this Easement Agreement, the consideration for this Easement Agreement, and the College's performance under this Easement Agreement are public records. Accordingly, the College hereby expressly consents to the City's reproduction and release of such documents, in whole or in part, in response to a proper and valid Freedom of Information Act request, court order or as Hillsdale otherwise determines in its sole discretion to be appropriate.

10. **Non-assignability.** The College's rights, duties and obligations under this Easement Agreement may not be assigned, delegated, or subcontracted to any third party without City's prior express written consent; however, nothing herein shall prevent the

College from contracting out to third parties any of the design, consulting, or construction work required by this Easement Agreement.

11. **Notice.** Except as otherwise provided, all notices required under this Easement Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Easement Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

12. **Severability.** If any term, covenant, or condition of this Easement Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Easement Agreement shall be valid and enforced to the fullest extent permitted by law.

13. **Jurisdiction and venue.** Any disputes under this Easement Agreement and/or the easement that is to be granted pursuant to its terms shall be construed according to the laws of the State of Michigan, and venue for any actions brought to resolve any such disputes shall lie in Hillsdale County, Michigan.

14. **Exhibits.** The plans, specifications and other documents, if any, referenced in this Easement Agreement are a part of this Easement Agreement and are incorporated herein by reference.

15. **Entire Agreement.** This Easement Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Easement Agreement, and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Easement Agreement may not be modified except by a written document signed by the parties or their successors.

16. **Approval by City.** Whenever in this Easement Agreement the City has the right to approve or disapprove (or any similar action) any proposed action by the College, including, but not limited to, any plans, specifications, assignment, document, or other such item, the City shall not unreasonably withhold, delay, or condition any such approval.

17. **Termination by City.** The City shall have the right, at its option, to terminate this Easement Agreement upon the occurrence of an uncured Event of Default. A default shall not be deemed an Event of Default unless (a) the College has received written notice from the City detailing the default; and (b) the College has not cured the default (or provided proof that it is not in default) within thirty (30) days of receipt of such notice. Except for the obligations of the College to restore the Easement Area as provided in paragraph 19, below, neither party shall have any rights or obligations to the other or to third parties relating to the Easement except that the provisions of Section 7 shall survive termination of this Easement Agreement.

18. **Termination by College.** The College shall have the right at any time, for any reason or for no reason at all, to terminate this Easement Agreement. Any such termination shall be effective upon the College's delivery of written notice to the City or on such other date as shall be provided in said notice. Except for the obligations of the College to restore the Easement Area as provided in paragraph 19, below, neither party shall have any rights or obligations to the other or to third parties relating to the Easement except that the provisions of Section 7 shall survive termination of this Easement Agreement.

19. **Restoration.** If this Easement Agreement is terminated by either party in accordance with this Easement Agreement, the College shall have the obligation and right, within one-hundred and eighty (180) days from the effective date of termination ("Restoration Period"), weather permitting, to remove any structures, facilities, or improvements which encroach upon the Easement Area and to restore the above ground landscaping to its prior condition subject to the approval of the City and at the College's sole cost. The College shall have the right to access the Easement Area during the Restoration Period for the purpose of fulfilling its obligations under this provision.

**CITY OF HILLSDALE, a
Michigan Municipal Corporation**

By: _____
Name: _____

Its: _____

HILLSDALE COLLEGE

By: 
Name: Richard P. Pewé Jr.

Its: VP/Chief Administrative Officer

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF HILLSDALE)

On this _____ day of _____, 2014, before me, a Notary Public in and for said County, appeared _____, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged

the same to be his free act and deed.

_____, Notary Public
_____, County, Michigan

Acting in: Hillsdale County

My Commission Expires: _____

STATE OF MICHIGAN)
)
COUNTY OF HILLSDALE)

On this 30 day of May, 2014, before me, a Notary Public in
and for said County, appeared Richard P. Pewe, Jr.,
VP/Administrative Officer, to me personally known to be
the person described in and who executed the foregoing instrument and acknowledged
the same to be his free act and deed.

Jemie E. Hannon
_____, Notary Public
Hillsdale County, Michigan

Jemie E. Hannon
Notary Public, Hillsdale Co. Michigan
My Commission Expires May 2, 2019

Acting in: Hillsdale County

My Commission Expires: 05-02-2014

EXHIBIT A

LEGAL DESCRIPTION OF COLLEGE'S PARCEL

[INSERT]

Signed and Sealed in presence of
H. S. Thompson
A. M. Voorhies

State of Michigan } ss. On this 15th day of February A.D. 1910
County of Lenawee } before me as Notary Public for said
County personally came Ann Eliza Dillon & acknowledged
the execution of the foregoing instrument as her free act and
deed. My commission expires January 12-1912.

Garnahel S. Thompson Notary Public
My commission expires Jan 12-1912

Office of Register of Deeds, Killedale Mich. Feb 16. 1910. This
instrument was accompanied by certificate required by Sec
3757. Compiled laws of 1897. William H. Nelson Register of Deeds
by Blandie North Deputy

Agnes Van Valkenburgh et al
Heirs of Eston Blackmar
Deceased.

to
Killedale College.

Deed

Recorded February 19th 1910
at 2 o'clock P.M.

William H. Nelson
Register of Deeds

This Indenture made this 19th day of
December in the year of our Lord one thousand nine hundred
and four (A.D. 1904) between Agnes Van Valkenburgh, spinster of the
City of Milwaukee, in the State of Wisconsin, Eston Van
Valkenburgh, bachelor, of the City of Cleveland, State of Ohio,
Edith Van Valkenburgh, spinster of the City of Milwaukee,
State of Wisconsin, Arabella V. Popskey and Phillip J. Popskey
her husband, of the City of Milwaukee, State of Wisconsin,
Harrist V. Wilbur and Carl Wilbur, her husband, of the City
of Killedale, State of Michigan, Mary Rowlen and I. Claitor
Rowlen, her husband, of the City of Grand Rapids, State of
Michigan, Jessie H. Nash, and Elliott E. Nash, her husband,
of the City of Minneapolis, State of Minnesota, the said Agnes
Van Valkenburgh, Eston Van Valkenburgh, Edith Van Valkenburgh,
Arabella V. Popskey, Harrist V. Wilbur, Mary Rowlen and Jessie
H. Nash, being the sole and only surviving heirs at law and
next of kin of James A. Van Valkenburgh, deceased, widow of
Eli Van Valkenburgh, deceased, and daughter of Eston Black-
mar, deceased, Arabella Van Valkenburgh, daughter of and
one of the heirs at law of Eston Blackmar, deceased, and
Gifford Van Valkenburgh, her husband, both of the City of
Cleveland, State of Michigan, Jessie M. Blackmar, wife
of Frank Blackmar, deceased, Frank Blackmar, bachelor,
Boston Blackmar, bachelor, Carolyn Blackmar, spinster,
and Mary Blackmar, spinster, all of the City of Duluth,
of Minnesota, the said Jessie M. Blackmar

Blackmar, Horton Blackmar, Carolyn Blackmar, and Mary Blackmar, being the widow and only children and heirs at law of Frank Blackmar, deceased, the only son and heir of the heirs at law of Esron Blackmar, deceased. The said Agnes Van Valkenburgh, Esron Van Valkenburgh, Edith Van Valkenburgh, Arabella V. Popushky, Harriet V. Hilbur, Mary Rowlen, Jessie W. Nash, Arabella Van Valkenburgh, Jessie M. Blackmar, Frank Blackmar, Horton Blackmar, Carolyn Blackmar, and Mary Blackmar, being the sole and only surviving heirs at law of Esron Blackmar, deceased, formerly of the town of Arcadia, County of Wayne and State of New York, party of the first part, and Hillsdale College a corporation existing under and by virtue of the laws of the State of Michigan, located in the City of Hillsdale, County of Hillsdale and State of Michigan, party of the second part, Witnesseth

That the said party of the first part, for and in consideration of One (\$1.00) Dollar and other good and valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part freely, released and discharged, therefore have granted, bargained, sold, renounced, released, conveyed, aliened and confirmed, and by these presents do grant, bargain, sell, demise, alien, convey, alien and confirm unto the said party of the second part, and to its successors and assigns forever all the following described lots, pieces, or parcels of land situated in the County of Hillsdale and State of Michigan, known and described as follows to wit: being a part of Blackmar and Rubin's Addition to the Village of Hillsdale in the County of Hillsdale and State of Michigan, and known in the recorded plat of said addition as College Square, and being bounded as follows, on the South by the center line of College Street on the East by the center line of Hillsdale Street on the North by the center line of Mechanics Street and on the West by the center line of West Street, containing twenty-five acres of land to the same more or less together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and the revenues and rents, issues, remainders and remainders unto issue and profits thereof, and also all the estates, right, title, interest, unpaid possession claim and demand, whatsoever as well in law as in Equity of the said party of the first part of in and to the above described premises and every part and parcel thereof with the appurtenances To have and to hold all and singular the above granted premises with aforesaid appurtenances unto the said Hillsdale College its successors and assigns forever. In witness whereof the said party of the first part

from that the said premises are to be used and occupied for Collegiate and Academical purposes and for no other use or purposes whatsoever. And the said parties of the first part hereby expressly waive and release any and all right benefit privilege, advantage and exemption under or by virtue of any and all Statutes of the State of Michigan providing for the exemption of homesteads from sale on execution or otherwise. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

Witnessed to Signatures

Archie B Poposkey } acts Agnes Van Valkenburgh (wid)

Wm Kaunheimer } acts E. V. V. Edith Van Valkenburgh (wid)

Wiley W. Hyde } acts E. V. V. Arabella V. Poposkey (wid)

Anna C. Whittlesey } acts E. V. V. Phillip J. Poposkey (wid)

Archie B Poposkey } acts to both Arabella Van Valkenburgh (wid)

Wm Kaunheimer } acts to both Gifford Van Valkenburgh (wid)

B. E. Barlow } acts to both Mary Rowson (wid)

W. H. Barlow } acts to both J Black Rowson (wid)

Wiley W. Hyde } acts to Mary A. and John B. Rowson } witness acts

Anna C. Whittlesey } acts M.R. & S.C.R. } witness acts

Louis Calstrom } witness acts

John F. Spack } witness acts

L. D. Kalowath } acts each

J. A. Lyon } acts each

Jay W. Crane } acts each

Johnie M. Zahner } acts each

W. E. Macpherson } acts each

R. N. Mastle } acts each

State of New York } ss. On this 4th day of January 1905, before me
County of Erie } John F. Spack, Notary Public in and for
the said County and State aforesaid, personally appeared
Eaton Van Valkenburgh bachelor to me known to be the same
person described in and who executed the foregoing instrument
and acknowledged that he executed the same as his free act
and deed. Given under my hand and official seal this 4th
day of January 1905.

John F. Spack, Notary Public
in and for Erie County, N. Y.
State of Michigan } ss. On this 28 day of Dec. A.D. 1904, before me
County of Kent } a Notary Public in and for this State
County and State aforesaid, personally appeared Edith Van
Valkenburgh spinster to me known to be the same person
described in and who executed the foregoing instrument and
acknowledged that she executed the same as her free act

deed. Given under my hand and official seal this 28 day of December 1904.

Grace C Whittlesey Notary Public
in and for Kent Co. Mich.
My commission expires Apr. 26, 1906.

Seal
State of Wisconsin
County of Milwaukee

ss. On this 19 day of December A.D. 1904.
before me, Mrs. Kammheimer, a Notary
Public in and for the said County and State aforesaid personally
appeared Agnes Van Valkenburgh, spinster, Arabella V. Popokey
and Phillip J. Popokey, her husband, to me known to be the
same persons described in and who executed the foregoing in-
strument and acknowledged that they executed the same as
their free act and deed. Given under my hand and official
seal this 19th day of December A.D. 1904.

Mrs. Kammheimer

Seal

Notary Public in and
for Milwaukee County Wis.
My commission expires Nov. 12-1905.

State of Michigan
County of Hillsdale

ss. On this 11th day of February A.D. 1905
before me, Frank A. Lyon, a Notary
Public in and for the said County and State aforesaid person-
ally appeared Harriet V. Wilbur and Burr Wilbur her husband
to me known to be the same persons described in and who
executed the foregoing instrument and acknowledged that
they executed the same as their free act and deed. Given
under my hand and official seal this 11th day of February
A.D. 1905.

Frank A. Lyon Notary Public

in and for Hillsdale County Michigan
My commission expires June 18-1905.

Seal

State of Michigan
County of Kent

ss. On this 28 day of December A.D. 1904
before me, Grace C. Whittlesey, a Notary Public
in and for the said County and State aforesaid personally
appeared Mary Coulson and J. Elsie Coulson her husband
to me known to be the same persons described in and who
executed the same as their free act and deed. Given under
my hand and official seal this 28 day of December A.D. 1904.

Grace C Whittlesey Notary Public

in and for Kent County Michigan
My commission expires April 26, 1906.

Seal

State of Michigan
County of Oshtemo

ss. On this 21 day of December A.D. 1904 before
me Paul E. Patton, a Notary Public in and
for the said County and State aforesaid personally appeared
Arabella Van Valkenburgh and Clifford Van Valkenburgh her hus-
band to me known to be the same persons described in and who
executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed. Given under my
hand and official seal this 21 day of December A.D. 1904.

Paul E. Patton Notary Public

in and for Branch County Michigan

My commissions expires Sept 7-1907

State of Minnesota }
County of Hennepin }
On this 20th day of February A.D. 1905
before me a Notary Public in and for
the said County and State aforesaid, personally appeared
Jessie M. Nash and Elliott C. Nash her husband, to me known
to be the same persons described in and who executed the
foregoing instrument and acknowledged that they executed
the same as their free act and deed. Given under my hand
and official seal this 20th day of February A.D. 1905.

Jay McRae Notary Public

Seal

in and for Hennepin County Minnesota

My commissions expires Dec 30-1905.

State of Minnesota }
County of St. Louis }
On this 25th day of February A.D. 1905
before me R. N. Marble a Notary Public
in and for the said County and State aforesaid, personally
appeared Jessie M. Blackman widow, Frank Blackman her
husband, Nelson Blackman bachelor, Carlota Blackman spinster
and Mary Blackman spinster, to me known to be the
same persons described in and who executed the foregoing
instrument and acknowledged that they executed the same
as their free act and deed. Given under my hand and official
seal this 25th day of February A.D. 1905.

R. N. Marble Notary Public

Seal

in and for St. Louis County Minnesota

My commissions expires Feb 21-1908.

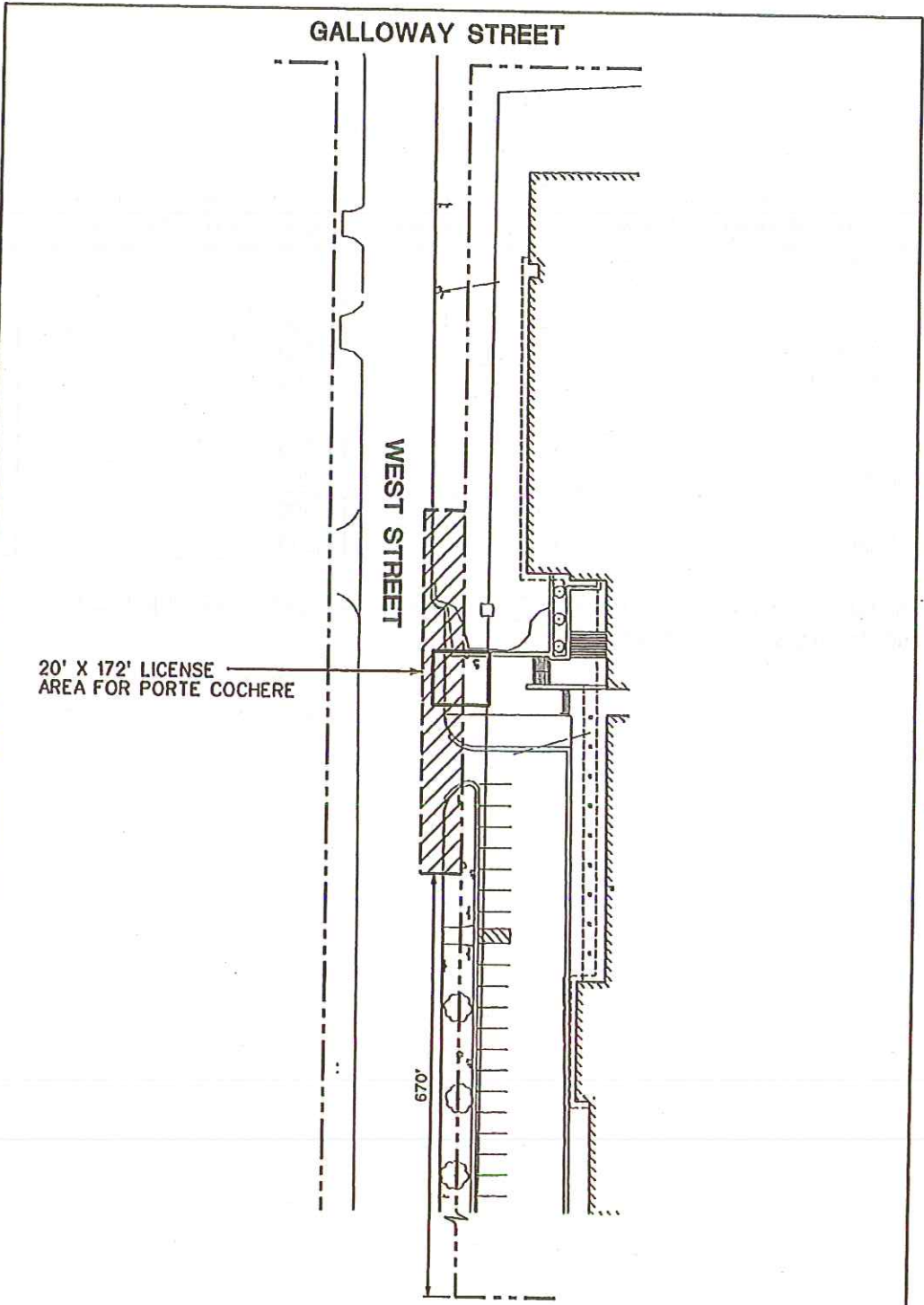
451.
Eugene F. Nye wife
to
Nathan A. Dillon

Warranty Deed
Recorded February 21-AD 1910
at 11 o'clock a.m.
William H. Holders
Register of Deeds

This Indenture made the 17th day of February A.D.
1910. Witnesseth that Eugene F. Nye and Euphemia Nye his wife
of the Township of Pittsburg, Hillsdale County Michigan of the
first part for the sum of Three Hundred (\$300) Dollars to them
duly paid by Nathan A. Dillon of the same place of the second
part do hereby and warrant fully to said party of the second
part the following premises situated in the Township of Pittsburg
County of Hillsdale in the State of Michigan to wit Eight
acre off the East side of the West thirty (30) acre of the South
West Quarter of the North West Quarter of Section twenty six (26)
in Town Seven (7) South Range one (1) West.
And the said Euphemia Nye hereby conveys all her separate
and individual interest as well as her dower interest
in these premises.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA WITH ATTACHED DIAGRAM
OF PROJECT

Part of the public right of way of West Street according to the plat of Blackmar and Beebes Addition to the City of Hillsdale, Hillsdale County Michigan further described as:
Beginning at a point on the east right of way line of West Street that lies 670 feet North of the north right of way line of East College Street; thence West 20 feet; thence North 172 feet; thence East 20 feet to said east right of way line; thence South 172 feet to the point of beginning.



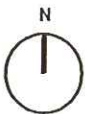
20' X 172' LICENSE
AREA FOR PORTE COCHERE

670'

EAST COLLEGE STREET

HILLSDALE COLLEGE DECEMBER 10, 2013

Project No.: 52746007 Sheet 1 of 1



SKETCH OF LICENSE AREA

1"=60' 0 60'

progressive | **ae**

1811 4 Mile Rd N.E., Grand Rapids, MI 49525

616 361 2664 OFFICE 616 361 1493 FAX

www.progressiveae.com

EXHIBIT C
Plans and Specifications

A reduced copy of the plans and specifications (7 pages) governing the Project is attached. In addition, the following is a listing of the specific pages included within the plans and specifications:

Description	Site Plan Submittal Date	Page Number
Topographical Survey	May 20, 2014	C100
Site Demolition Plan	May 20, 2014	C101
Site Layout Plan	May 20, 2014	C200
Site Grading Plan	May 20, 2014	C300
Site Utility Plan	May 20, 2014	C400
Details	May 20, 2014	C500
Site Landscape Plan	May 20, 2014	L100

The plans and specifications were prepared by Progressive AE, 1811 Four Mile Road NE, Grand Rapids, Michigan 49525.



May 19, 2014

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

Dear Ms. Brown:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some channel changes. Customers are being notified of these changes via bill messages.

Effective June 30, 2014, Comedy HD (channels 248/1221) will be available on our HD Digital Starter and HD Digital Economy services, Bravo HD (channels 242/1332), MTV HD (channels 252/1405), and VH1 HD (channels 253/1406) will be available on our HD Digital Starter service, and HSN HD (channels 377/1070) and WLAJ (The CW) HD (channels 236 and 1017) will be available on our HD Limited Basic service.

Also, effective July 9, 2014, Nick2 (channel 132) will no longer be available on our Family Tier service. Where available, Nickelodeon HD (channels 228/1521) will be added to Family Tier. Playboy Pay-Per-View will move from channel 543 to channel 544.

Additionally, July 16, 2014, access to FearNet On Demand via channel 166 will be discontinued.

As always, feel free to contact me directly at 734-254-1888 with any questions you may have

Sincerely,

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



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

R. KEVIN CLINTON
STATE TREASURER

May 21, 2014

City Manager's Office

RECEIVED

Date 5/28/2014

Dear Homeowner:

The State Tax Commission (STC) has contracted with Tax Management Associates (TMA) to conduct an Audit of Minimum Assessing Requirements (AMAR) reviews statewide for any local unit that has not recently been reviewed. The County you reside in has been selected for the 2013/2014 audit. As part of the AMAR review, TMA will be conducting record card inspections on a sample of properties within your local assessing unit. TMA staff will be working in teams of two, and each team lead will be equipped with a State of Michigan Contractor ID badge which will be displayed at all times.

Record card inspections are required to verify that the records used by the local unit assessor match what is physically located at the property. Measurements of the exterior of the home are required as are measurements of any and all structures on the property including: sheds, decks, porches, garages, utility buildings, pools, or any other structure erected on a property. TMA staff will have the local unit's assessment record card in their possession at the time of the inspection to ensure timely completion at your property.

TMA staff will not be required to enter the residence of a homeowner, but may interview the homeowner if they are home at the time of the inspection. Questions may be asked of the homeowner about some of the interior features of the home.

The AMAR review is designed to audit the local unit's assessment practices and provide the STC a detailed report of TMA's findings. **If you have any questions or feedback about our visit, please call TMA at 810-225-7605 or e-mail at AMAR@tma1.com.**

Please see a list of Frequently Asked Questions on the reverse side of this letter.

Sincerely,

Kelli Sobel, Executive Director
State Tax Commission

Al Consiglio, Director, New Projects
Tax Management Associates, Inc.

cc: ~~Township~~ Supervisor or City Manager
Township or City Assessor

List of Frequently Asked Questions

1. Q: Why was my property selected?
A: A random sample of residential parcels in your City/Township was selected to be audited.
2. Q: Are all of the homes in my City/Township going to be inspected?
A: No. Tax Management Associates (TMA) is only performing inspections on a random sample of properties. Generally, 1% of the total homes in your City/Township are selected.
3. Q: What is AMAR?
A: AMAR stands for Audit of Minimum Assessing Requirements. TMA is performing this audit under contract with the Department of Treasury and every City/Township in your County will be reviewed.
4. Q: Who is TMA?
A: Tax Management Associates (TMA) is an auditing and consulting firm who has had a contract with the Department of Treasury since 2006. TMA's local office is in Brighton, Michigan. They provide many services to State and Local Governments in the area of property tax.
5. Q: What is this for?
A: The AMAR program assists the Department of Treasury and the State Tax Commission on getting an accurate measurement of how your local assessor is doing in performing their job duties.
6. Q: Why was I notified and not my neighbors?
A: Every property that was selected as part of the random sample will receive a letter in the mail in advance of TMA's field staff visiting your property. Properties not selected as part of the audit are not notified.
7. Q: Will my taxes go up?
A: No. TMA's findings will be reported back to the State Tax Commission. In the event TMA discovers large discrepancies, the State Tax Commission may require the local assessor to develop a corrective action plan for ALL properties within the jurisdiction, not just your property and others selected for the audit. TMA **is not** estimating or changing the value of your home.
8. Q: What is needed of me for the survey?
A: Answer a few brief questions, if you are home at the time of our inspection, and allow TMA field staff access to measure the exterior of your home and any other improvements on the property (i.e., pools, decks, porches, sheds, utility buildings, pole barns, etc.). **At no time will TMA need access to the interior of your home.**
9. Q: How long will this take?
A: Approximately 15-20 minutes, maybe longer if there are several improvements on the property to measure.
10. Q: Can I ask that field staff not visit my property?
A: Yes. If you would prefer not to have field staff visit your property, please contact TMA at 810-225-7605 or e-mail at AMAR@tma1.com.

Proposed

STANDING COMMITTEES

Public Services: Emily Stack-Davis, Patrick Flannery, Adam Stockford

Community Development: Sally Kinney, Adam Stockford, Brian Watkins

Finance: Mary Beth Bail, Patrick Flannery, Timothy Wells

Operations and Governance: Emily Stack-Davis, Patrick Flannery, Brian Watkins

Public Safety: Bruce Sharp, Adam Stockford, Brian Watkins

