



City Council Agenda

September 19, 2022
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of August 11, 2022: \$442,636.71
 - 2. Payroll of August 18, 2022: \$177,018.32
September 1, 2022: \$184,397.00
 - B. City Council Minutes of August 15, 2022
 - C. EDC Minutes of June 21, 2022
 - D. Planning Commission Minutes of July 20, 2022
 - E. Shade Tree Minutes of August 3, 2022
 - F. Cemetery Minutes of August 3, 2022
 - G. Expenditure of Public Safety Equipment Millage Funds
 - H. 5K Special Olympics Area 29 Street Closures
 - I. 5K American Legion Recreational Fun Run Traffic Control Order
 - J. Hillsdale Community High School Homecoming Parade
 - K. Hillsdale College Homecoming Street Closures
 - L. Hillsdale College Noise Variance for Bonfire
 - M. Use of Vacant Lot Agreement – Alumni Homecoming Celebration – J. Emery
 - N. Noise Variance Request for 120 N. Manning Street – J. Emery
 - O. 2022 Special Assessment Installment Report
 - P. BPU WWTP Façade Work
 - Q. BPU WWTP Vector Dump Station
 - R. BPU WWTP Garage Roof Replacement
 - S. BPU WWTP Inlet Works MCC Replacement
 - T. BPU AMP Efficiency Smart Program
- VI. Communications/Petitions**
 - A. Public Power Week Coloring Contest
 - B. BPU Fire Hydrant Flushing Notice
 - C. TIFA Board Resignation- Lance Lashaway
 - D. Hillsdale County Road Commission Letter
 - E. Ted Jansen Letter – Railroad Train Event
- VII. Introduction and Adoption of Ordinances/Public Hearing**
 - A. Adoption of Ordinances to Amend Sections 36-150, 36-631, 36-681

VIII. Old Business

IX. New Business

- A. Resolution to Amend Traffic Control Order 1981-1
- B. Baw Beese Park System Projects Plan
- C. Set Public Hearing for Special Assessment District- SAD 2023-07 Westwood Area
- D. Set Public Hearing for Industrial Facilities Tax Exemption Certificate for Cambria Tool
- E. Public Services Street Sweeper Purchase
- F. Compliance 401K Retirement Plan Agreements

X. Miscellaneous Reports

- A. Proclamations- None
- B. Appointment- TIFA Board – Kevin Conant
- C. Other- None

XI. General Public Comment

XII. City Manager's Report

XIII. Council Comment

XIV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
 EXP CHECK RUN DATES 08/11/2022 - 08/11/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	13,456.96	314
101-000.000-263.000	ACCRUED SALES TAX	STATE OF MICHIGAN	SALES TAX - JULY 2022	1.13	599
101-000.000-692.000	SALES TAX DISCOUNT	STATE OF MICHIGAN	SALES TAX - JULY 2022	(0.01)	599
Total For Dept 000.000				13,458.08	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CITY MANAGER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	39.14	311
101-172.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	195.30	315
101-172.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	316
101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	785.57	314
101-172.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	15.39	316
101-172.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES CM OFFICE	16.78	104459
101-172.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	1,335.13	104459
101-172.000-801.000	CREDIT FOR CM COPIER LEASE	CURRENT OFFICE SOLUTIONS	CREDIT FOR CM COPIER LEASE	(1,000.00)	104459
101-172.000-801.000	CREDIT FOR CM COPIER LEASE	CURRENT OFFICE SOLUTIONS	CREDIT FOR CM COPIER LEASE	(250.00)	104459
101-172.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	30.00	104459
Total For Dept 172.000 CITY MANAGER				1,173.81	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-802.000	TECHNICAL SERVICES	SONIT SYSTEMS, LLC	NET ADMIN SERVICES 7-31-2022	591.25	104528
101-175.000-806.000	LEGAL SERVICES	LOVINGER & THOMPSON, PC	LEGAL FEES	2,460.00	104499
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,051.25	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	39.14	311
101-191.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	585.89	315
101-191.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	6.50	316
101-191.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	8.66	316
Total For Dept 191.000 FINANCE DEPARTMENT				640.19	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CITY CLERK	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	97.85	311
101-215.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,464.72	315
101-215.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	316
101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	898.17	314
101-215.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.53	316
101-215.000-734.000	POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	304.76	312
101-215.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	249.32	104459
101-215.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	278.24	104459
101-215.000-905.000	PUBLISHING / NOTICES	HILLSDALE MEDIA GROUP	PUBLIC NOTICES MSCPA/ PH PLANNING	429.35	104483
Total For Dept 215.000 CITY CLERK DEPARTMENT				3,755.18	
Dept 253.000 CITY TREASURER					
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	161.00	314
101-253.000-726.000	COUNTERFEIT MONEY DETECTION MACH	CARD SERVICES CENTER	K. PRICE CREDIT CARD	116.59	312
101-253.000-964.000	BILLBACK 30-006-227-252-27	HILLSDALE CO TREASURER	BILLBACK 30-006-227-252-27	4.71	104481
101-253.000-964.000	BILLBACK 30-006-327-480-03	HILLSDALE CO TREASURER	BILLBACK 30-006-327-480-03	3.50	104481
101-253.000-964.000	BILLBACK FOR 30-006-123-352-07 L	HILLSDALE CO TREASURER	BILLBACK FOR 30-006-123-352-07 LOVELESS	649.76	104481
Total For Dept 253.000 CITY TREASURER				935.56	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	28.24	311
101-257.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	488.24	315

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	32.48	316
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,398.88	314
101-257.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	47.26	316
101-257.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	94.30	104459
101-257.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	89.56	104459
Total For Dept 257.000 ASSESSING DEPARTMENT				2,178.96	
Dept 262.000 ELECTIONS					
101-262.000-702.000	WAGES	ALICIA STRECH	ELECTION INSPECTOR TRAINING	39.00	104432
101-262.000-702.000	WAGES	ANITA COE	ELECTION INSPECTOR 8/2/22	227.50	104435
101-262.000-702.000	WAGES	ANN HARRIS	ELECTION INSPECTOR 8/2/22	130.00	104436
101-262.000-702.000	WAGES	BETH HART	ELECTION TRAINING	39.00	104443
101-262.000-702.000	WAGES	CHRISTEN VRSEK	ELECTION INSPECTOR 8/2/22	273.00	104452
101-262.000-702.000	WAGES	CHRISTINE LEVACK	ELECTION INSPECTOR TRAINING	39.00	104453
101-262.000-702.000	WAGES	DEBRA REISTER	ELECTION INSPECTOR 8/2/22	260.00	104461
101-262.000-702.000	WAGES	ELIZABETH WILDS	ELECTION INSPECTOR 8/2/22	275.25	104468
101-262.000-702.000	WAGES	HILARY PLUMMER	ELECTION INSPECTOR 8/2/22	307.75	104480
101-262.000-702.000	WAGES	JULIE GAMES	ELECTION INSPECTOR 8/2/22	240.50	104489
101-262.000-702.000	WAGES	KELLIE HENDERSHOT	ELECTION INSPECTOR 8/2/22	198.25	104490
101-262.000-702.000	WAGES	LINDA POTTER	ELECTION INSPECTOR 8/2/22	266.50	104496
101-262.000-702.000	WAGES	MARCIA WEYER	ELECTION INSPECTOR 8/2/22	273.00	104500
101-262.000-702.000	WAGES	MARIA ANSETT	ELECTION INSPECTOR 8/2/22	250.25	104501
101-262.000-702.000	WAGES	PENNY WINGATE	ELECTION INSPECTOR 8/2/22	221.00	104512
101-262.000-702.000	WAGES	ROY BODINUS	ELECTION INSPECTOR TRAINING	39.00	104520
101-262.000-702.000	WAGES	SHARON DRAPER	ELECTION INSPECTOR 8/2/22	260.00	104524
101-262.000-702.000	WAGES	SHERI INGLES	ELECTION INSPECTOR TRAINING	39.00	104525
101-262.000-702.000	WAGES	SUSAN BILLINGS	ELECTION INSPECTOR 8/2/22	281.75	104531
101-262.000-702.000	WAGES	TERESA DYE	ELECTION INSPECTOR 8/2/22	221.00	104532
101-262.000-726.000	SUPPLIES	ELECTION SOURCE	MASTER CARDS	97.36	104467
101-262.000-726.000	METAL HANGING RACK FOR ELECTIONS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	63.59	312
Total For Dept 262.000 ELECTIONS				4,041.70	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-702.000	WAGES	NANCY BURNS	ELECTION INSPECTOR 8/2/22	266.50	104508
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV\	WATER DELIVERY SERVICE	20.50	104479
101-265.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	460.00	104445
101-265.000-801.000	CITY HALL CLEANING - JULY 2022	EAST 2 WEST ENTERPRISES, I	CITY HALL CLEANING - JULY 2022	650.00	104466
101-265.000-801.000	MOP & BUFF DISPATCH OFFICE	EAST 2 WEST ENTERPRISES, I	MOP & BUFF DISPATCH OFFICE	40.00	104466
101-265.000-801.000	QUARTERLY ELEVATOR MAINTENANCE	SCHINDLER ELEVATOR CORPOR\	QUARTERLY ELEVATOR MAINTENANCE	716.72	104523
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.51	104539
101-265.000-801.000	MATS - CITY HALL	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	18.51	104539
101-265.000-850.000	TELEPHONE - CITY HALL	ACD	TELEPHONE - CITY HALL	192.24	104429
101-265.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHERFAX BILL	112.00	104449
101-265.000-930.000	VACUUM BREAKER KIT - CITY HALL	AMERICAN COPPER AND BRASS,	VACUUM BREAKER KIT - CITY HALL	8.70	104434
101-265.000-930.000	FLUSH VALVE KIT - CITY HALL WOMEN	AMERICAN COPPER AND BRASS,	FLUSH VALVE KIT - CITY HALL WOMEN'S TOI	23.87	104434
Total For Dept 265.000 BUILDING AND GROUNDS				2,527.55	
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HUMAN RESOURCE	BLUE CROSS & BLUE SHIELD C	DENTAL & VISION INSURANCE GROUP 0070034	39.14	311
101-270.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	585.89	315
101-270.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	6.50	316
101-270.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	12.89	316

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 270.000 HUMAN RESOURCES					
Total For Dept 270.000 HUMAN RESOURCES				644.42	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	658.67	311
101-301.000-715.000	DENTAL & VISION - POLICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	141.18	311
101-301.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	13,866.03	315
101-301.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	235.48	316
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	23,899.17	314
101-301.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	308.81	316
101-301.000-726.000	SHIPPING & HANDLING	GALL'S, INC	S/S SHIRT - K. KIRSTEN	11.99	104473
101-301.000-726.000	PLATE RENEWAL	CARD SERVICES CENTER	S. HEPPNER CREDIT CARD	33.92	312
101-301.000-740.301	FUEL AND LUBRICANTS-POLICE	WATKINS OIL COMPANY	JULY CITY FLEET FUEL USAGE	3,033.48	104545
101-301.000-742.000	L/S SHIRT/A. GIBBONS	GALL'S, INC	L/S SHIRT - A. GIBBONS FOR POLICE ACADE	60.00	104473
101-301.000-742.000	S/S SHIRT/K. KIRSTEN	GALL'S, INC	S/S SHIRT - K. KIRSTEN	63.00	104473
101-301.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	22.00	104459
101-301.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	22.00	104459
101-301.000-801.000	ONLINE INVESTIGATIVE SERVICE	TRANSUNION RISK AND ALTERM	ONLINE INVESTIGATIVE SYSTEM BILLING 06/	75.00	104537
101-301.000-801.000	ONLINE INVESTIGATION SERVICE	TRANSUNION RISK AND ALTERM	ONLINE INVESTIGATIVE SYSTEM BILLING 07/	75.00	104537
101-301.000-801.000	NETWORK ACCESS FEE	VERIZON WIRELESS	NETWORK ACCESS FEE FOR IN-CAR MOBILE D	299.48	104544
101-301.000-955.221	MCOLES PHYSICAL/DRUG SCREEN/AUDI	HILLSDALE HOSPITAL	PRE-EMPLOYMENT PHYSICAL, DRUG SCREEN &	198.00	104482
101-301.000-956.000	CONTRACT REIMBURSEMENT/GYM MEMBE	KIRSTEN, KYLE	2022 CONTRACT REIMBURSEMENT/ANYTIME FII	100.00	104491
Total For Dept 301.000 POLICE DEPARTMENT				43,103.21	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	252.18	311
101-336.000-715.000	DENTAL & VISION - FIRE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	28.23	311
101-336.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	4,003.57	315
101-336.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	488.24	315
101-336.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	73.08	316
101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	5,848.12	314
101-336.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	93.56	316
101-336.000-726.000	2PK 9V BATTERIES	GELZER & SON INC	2PK 9V BATTERIES	23.98	104475
101-336.000-726.000	LAUNDRY DETERGENT/DRYER SHEETS/W	MARKET HOUSE	BOUNCE DRYER SHEETS/LAUNDRY DETERGENT	73.14	104503
101-336.000-726.000	CITROL CLEANER	PERFORMANCE AUTOMOTIVE	CITROL CLEANER	19.74	104513
101-336.000-726.000	(1) 11 OZ STARTING FLUID	PERFORMANCE AUTOMOTIVE	NON-CHLORINATED BRAKE CLEANER/11 OZ ST	4.99	104513
101-336.000-726.000	ADJUSTABLE TARP STRAPS	PERFORMANCE AUTOMOTIVE	ADJUSTABLE TARP STRAPS/ENG 333	16.69	104513
101-336.000-730.000	(2) NON-CHLORINATED BRAKE CLEANE	PERFORMANCE AUTOMOTIVE	NON-CHLORINATED BRAKE CLEANER/11 OZ ST	8.98	104513
101-336.000-730.000	WINDSHIELD WASHER SOLVENT	PERFORMANCE AUTOMOTIVE	WINDSHIELD WASHER SOLVENT	3.89	104513
101-336.000-730.000	DIESEL ENGINE OIL 15W40/ENG 342	PERFORMANCE AUTOMOTIVE	SUPER HIGH PERFORMANCE DIESEL ENGINE OI	40.98	104513
101-336.000-740.000	FUEL AND LUBRICANTS - FIRE	WATKINS OIL COMPANY	JULY CITY FLEET FUEL USAGE	767.28	104545
Total For Dept 336.000 FIRE DEPARTMENT				11,746.65	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	126.09	311
101-441.000-715.000	DENTAL & VISION - PUBLIC SERVICE	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	97.85	311
101-441.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,952.96	315
101-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	48.72	316
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,282.27	314
101-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	68.85	316
101-441.000-726.000	LINED STICKY NOTES	AMAZON CAPITAL SERVICES, I	LINED STICKY NOTES	8.95	104433
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	15.37	104479
101-441.000-726.000	GLOVES	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	218.61	312
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DP	32.38	104539

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	34.38	104539
101-441.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	120.00	104445
101-441.000-801.000	CINTAS CLEANING SUPPLIES - DPS	CINTAS CORPORATION	CINTAS CLEANING SUPPLIES - DPS	40.76	104454
101-441.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	217.63	104459
101-441.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	216.56	104459
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	29.84	104539
101-441.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	29.84	104539
101-441.000-955.441	BOOTS/JEANS REIMBURSEMENT- G. ST	TSC STORES	BOOTS/JEANS REIMBURSEMENT - G. STACHOWI	160.97	104538
101-441.000-956.200	HOTEL FOR MICH ASSOC OF MUNICIPA	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	276.06	312
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				4,978.09	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION -ENGINEERING	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		97.85	311
101-447.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,464.72	315
101-447.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	316
101-447.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	38.47	316
Total For Dept 447.000 ENGINEERING SERVICES				1,617.28	
Dept 567.000 CEMETERIES					
101-567.000-726.000	OATS FOR CEMETERIES	LITCHFIELD GRAIN CO	OATS FOR CEMETERIES	71.57	104497
101-567.000-801.000	LAKEVIEW TREE REMOVAL	LONSBERY, JEFFREY	LAKEVIEW TREE REMOVAL	650.00	104458
101-567.000-801.000	OAK GROVE TREE REMOVAL	LONSBERY, JEFFREY	OAK GROVE TREE REMOVAL	1,600.00	104458
101-567.000-801.000	OAK GROVE TREE REMOVAL	LONSBERY, JEFFREY	OAK GROVE TREE REMOVAL	800.00	104458
101-567.000-801.000	OAK GROVE TREE REMOVAL	LONSBERY, JEFFREY	OAK GROVE TREE REMOVAL	550.00	104458
101-567.000-801.000	TOPSOIL FOR LAKEVIEW EXPANSION	DRY MAR TRUCKING & DIRTWO	TOPSOIL FOR LAKEVIEW EXPANSION	1,440.00	104464
101-567.000-801.000	TOPSOIL FOR LAKEVIEW EXPANSION	DRY MAR TRUCKING & DIRTWO	TOPSOIL FOR LAKEVIEW EXPANSION	960.00	104464
101-567.000-801.000	STUMP GRINDING	DEAN LEININGER	STUMP GRINDING	350.00	104495
101-567.000-801.000	JULY 2022 CEMETERY MOWING	TKC LAWN SNOW AND WOOD LLC	JULY 2022 CEMETERY MOWING	7,700.00	104535
Total For Dept 567.000 CEMETERIES				14,121.57	
Dept 571.000 PARKING LOTS					
101-571.000-726.000	GLYPHOSATE FOR CEMETERIES	TSC STORES	CHAIN OIL, GLYPHOSATE	49.99	104538
101-571.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	1,020.00	104445
101-571.000-801.000	TREE REMOVAL - BROAD ST PARKING	LONSBERY, JEFFREY	TREE REMOVAL - BROAD ST PARKING LOT	750.00	104458
Total For Dept 571.000 PARKING LOTS				1,819.99	
Dept 595.000 AIRPORT					
101-595.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	316
101-595.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	17.77	316
101-595.000-726.000	VOLT METER FOR RUNWAY APPROACH L	AMERICAN COPPER AND BRASS,	VOLT METER FOR RUNWAY APPROACH LIGHTS	43.61	104434
101-595.000-726.000	CAULK GUN, SEALANT	GELZER & SON INC	CAULK GUN, SEALANT	78.23	104475
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.13	104479
101-595.000-726.000	CLEANER, PAPER TOWEL, ICE, CUPS,	MARKET HOUSE	CLEANER, PAPER TOWEL, ICE, CUPS, CHIPS	92.66	104503
101-595.000-726.000	DUST COVERS	SPARLING CORPORATION	DUST COVERS	122.01	104529
101-595.000-740.000	FUEL AND LUBRICANTS - AIRPORT	WATKINS OIL COMPANY	JULY CITY FLEET FUEL USAGE	27.76	104545
101-595.000-801.000	NEW EQUIP FOR TESTNG FUEL	SPARLING CORPORATION	NEW EQUIP FOR TESTNG FUEL	3,071.82	104529
101-595.000-801.000	POS PAYMENT PROCESS EQUIP RENTAL	AVFUEL CORP	POS PAYMENT PROCESS EQUIP RENTAL	20.00	310
101-595.000-801.000	JET-A REFUELING TRUCK RENTAL	AVFUEL CORP	JET-A REFUELING TRUCK RENTAL	950.00	310
101-595.000-850.000	TELEPHONE - AIRPORT	ACD	TELEPHONE - AIRPORT	96.12	104429
101-595.000-850.000	INTERNET	DMCI BROADBAND, LLC	INTERNET	60.71	104463
101-595.000-930.000	PARTS FOR JOHN DEER	GELZER & SON INC	PARTS FOR JOHN DEER	53.36	104475
101-595.000-930.000	PARTS FOR REPAIRS TO PAPI LIGHTS	GELZER & SON INC	PARTS FOR REPAIRS TO PAPI LIGHTS	8.99	104475
101-595.000-930.000	PARTS FOR JOHN DEERE TRACTOR	GREENMARK EQUIPMENT	PARTS FOR JOHN DEERE TRACTOR	188.27	104478

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Fund 101 GENERAL FUND					
Dept 595.000 AIRPORT					
101-595.000-930.000	PARTS FOR BATWING MOWER	PERFORMANCE AUTOMOTIVE	PARTS FOR BATWING MOWER	81.94	104513
101-595.000-940.000	TENT & CHAIRS FOR FLY-IN	ABS RENTAL SERVICES, LLC	TENT & CHAIRS FOR FLY-IN	823.50	104427
Total For Dept 595.000 AIRPORT				5,758.12	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	97.85	311
101-701.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,464.72	315
101-701.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	316
101-701.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	959.59	314
101-701.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.23	316
101-701.000-726.000	POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	7.38	312
101-701.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	94.30	104459
101-701.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	89.55	104459
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO	BILL'S LAWN CARE, LLC	CODE ENFORCEMENT MOWING	230.00	104446
101-701.000-801.372	BSA FIELD INSPECTION SYSTEM	BS&A SOFTWARE	FIELD INSPECTION SOFTWARE, SERVICE AND	2,940.00	104448
Total For Dept 701.000 PLANNING DEPARTMENT				5,918.86	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	316
101-728.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	918.67	314
101-728.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	23.08	316
101-728.000-726.000	POSTAGE FOR BROCHURES	CARD SERVICES CENTER	K. PRICE CREDIT CARD	21.95	312
Total For Dept 728.000 ECONOMIC DEVELOPMENT				979.94	
Dept 756.000 PARKS					
101-756.000-726.000	TRASH CAN RUBER BANDS FOR PARKS	AMAZON CAPITAL SERVICES, I	TRASH CAN RUBER BANDS FOR PARKS	55.88	104433
101-756.000-726.000	MORTAR MIX USED IN PARKS	JONESVILLE LUMBER	BLOCK MORTAR TYPE S & REDI MIX	21.29	104488
101-756.000-726.000	TRASH LINERS & TOILET PAPER FOR	KSS ENTERPRISES	TRASH LINERS & TOILET PAPER FOR PARKS	791.33	104492
101-756.000-726.000	GLYPHOSATE FOR PARKS	TSC STORES	CHAIN OIL, GLYPHOSATE	50.00	104538
101-756.000-726.000	GLOVES	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	110.50	312
101-756.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	7,888.00	104445
101-756.000-930.000	MORTAR MIX FOR LOCAL DRAINS	GELZER & SON INC	BOLLAR & BRIDGE PAINT	120.80	104475
Total For Dept 756.000 PARKS				9,037.80	
Total For Fund 101 GENERAL FUND				131,488.21	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-726.000	HMA 7/11/22	GERKEN MATERIAL, INC	HMA 7/11/22	180.09	104477
202-450.000-726.000	HMA 7/12/22-7/15/22	GERKEN MATERIAL, INC	HMA 7/12/22-7/15/22	110.16	104477
Total For Dept 450.000 STREET SURFACE				290.25	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	801.32	104445
Total For Dept 460.000 R.O.W. MAINTENANCE				801.32	
Dept 460.500 TRUNKLINE R.O.W. MAINTENANCE					
202-460.500-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	306.68	104445
Total For Dept 460.500 TRUNKLINE R.O.W. MAINTENANCE				306.68	
Dept 470.000 TREES					
202-470.000-726.000	CHAIN OIL & OIL MIX FOR MAJOR TR	TSC STORES	CHAIN OIL, GLYPHOSATE	95.10	104538
202-470.000-801.000	STUMP GRINDING	DEAN LEININGER	STUMP GRINDING	250.00	104495

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Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 470.000 TREES					
Total For Dept 470.000 TREES				345.10	
Dept 470.500 TRUNKLINE TREES					
202-470.500-801.000	STUMP GRINDING	DEAN LEININGER	STUMP GRINDING	50.00	104495
Total For Dept 470.500 TRUNKLINE TREES				50.00	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				1,793.35	
Fund 203 LOCAL ST. FUND					
Dept 450.000 STREET SURFACE					
203-450.000-726.000	HMA 7/11/22	GERKEN MATERIAL, INC	HMA 7/11/22	111.09	104477
203-450.000-726.000	HMA 7/12/22-7/15/22	GERKEN MATERIAL, INC	HMA 7/12/22-7/15/22	567.80	104477
203-450.000-726.000	MORTAR MIX USED ON LOCAL ST	JONESVILLE LUMBER	BLOCK MORTAR TYPE S & REDI MIX	21.29	104488
Total For Dept 450.000 STREET SURFACE				700.18	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	664.00	104445
Total For Dept 460.000 R.O.W. MAINTENANCE				664.00	
Dept 470.000 TREES					
203-470.000-726.000	CHAIN OIL & OIL MIX FOR LOCAL TR	TSC STORES	CHAIN OIL, GLYPHOSATE	95.10	104538
203-470.000-801.000	STUMP GRINDING	DEAN LEININGER	STUMP GRINDING	100.00	104495
Total For Dept 470.000 TREES				195.10	
Dept 480.000 DRAINAGE					
203-480.000-726.000	MORTAR MIX FOR LOCAL DRAINS	GELZER & SON INC	MORTAR MIX FOR LOCAL DRAINS	16.98	104475
Total For Dept 480.000 DRAINAGE				16.98	
Dept 490.000 TRAFFIC					
203-490.000-726.000	REDI MIX FOR STOP SIGN @ NORTH S	GELZER & SON INC	REDI MIX FOR STOP SIGN @ NORTH ST ALLEY	6.89	104475
Total For Dept 490.000 TRAFFIC				6.89	
Total For Fund 203 LOCAL ST. FUND				1,583.15	
Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-263.000	ACCRUED SALES TAX	STATE OF MICHIGAN	SALES TAX - JULY 2022	205.92	599
208-000.000-653.001	YOUTH PROGRAM FEES	MARIA SERVOLD	TENNIS CAMP REFUND	45.00	104502
208-000.000-692.000	SALES TAX DISCOUNT	STATE OF MICHIGAN	SALES TAX - JULY 2022	(1.03)	599
Total For Dept 000.000				249.89	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	56.47	311
208-751.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,171.78	315
208-751.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	316
208-751.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,058.33	314
208-751.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	28.01	316
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	2022 TENNIS CAMP SHIRTS	240.00	104540
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	T-BALL COACHES SHIRT	13.00	104540
208-751.000-726.000	SUPPLIES	URBAN GRAFFITI	2022 TENNIS CAMP COACHES SHIRTS	36.00	104540
208-751.000-726.006	CONCESSION SUPPLIES	STOCKHOUSE CORPORATION	DAY PASSES	150.00	104530
208-751.000-726.006	CONCESSION SUPPLIES	CARD SERVICES CENTER	M. LOREN CREDIT CARD	534.59	312
208-751.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	94.30	104459
208-751.000-801.000	COPIER LEASE - CITY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - CITY	89.55	104459

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Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-801.000	MOSQUITO SPRAY	CARD SERVICES CENTER	M. LOREN CREDIT CARD	166.34	312
Total For Dept 751.000 RECREATION DEPARTMENT				3,654.61	
Total For Fund 208 RECREATION FUND				3,904.50	
Fund 244 ECONOMIC DEVELOPMENT CORP FUND					
Dept 728.000 ECONOMIC DEVELOPMENT					
244-728.000-801.000	CONTRACTUAL SERVICES	BILL'S LAWN CARE, LLC	BRUSH HOG AT THREE MEADOWS	700.00	104445
244-728.000-801.000	CITY SPOT LIGHT - 7/26/22	MCKIBBIN MEDIA GROUP	CITY SPOT LIGHT - 7/26/22	50.00	104504
244-728.000-955.000	MISCELLANEOUS	KELLY LOPRESTO	REIMBURSEMENT FOR REFRESHMENTS AND SNAC	38.58	104498
Total For Dept 728.000 ECONOMIC DEVELOPMENT				788.58	
Total For Fund 244 ECONOMIC DEVELOPMENT CORP FUND				788.58	
Fund 265 DRUG FORFEITURE/GRANT FUND					
Dept 301.000 POLICE DEPARTMENT					
265-301.000-726.000	SIERRA WIRELESS AIRLINK RV50X	INDUSTRIAL NETWORKING SOLU	SIERRA WIRELESS AIRLINK RV50X - UNIT 2-	2,182.95	104486
Total For Dept 301.000 POLICE DEPARTMENT				2,182.95	
Total For Fund 265 DRUG FORFEITURE/GRANT FUND				2,182.95	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		28.24	311
271-790.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	16.24	316
271-790.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	21.64	316
271-790.000-726.000	CALC TAPE, HAND TOWEL, TISSUE, L	CURRENT OFFICE SOLUTIONS	CALC TAPE, HAND TOWEL, TISSUE, LABELS	186.22	104459
271-790.000-726.000	TISSUE, HAND TOWELS	CURRENT OFFICE SOLUTIONS	TISSUE, HAND TOWELS	31.77	104459
271-790.000-726.000	HAND TOWELS	CURRENT OFFICE SOLUTIONS	HAND TOWELS	44.30	104459
271-790.000-726.000	RECIPT BOOK	CURRENT OFFICE SOLUTIONS	RECIPT BOOK	80.48	104459
271-790.000-726.000	TOILET CLEANER, LABELS	CURRENT OFFICE SOLUTIONS	TOILET CLEANER, LABELS	137.07	104459
271-790.000-726.000	WATER COOLER RENTAL - LIBRARY	HEFFERNAN SOFT WATER SERV	WATER COOLER RENTAL - LIBRARY	12.00	104479
271-790.000-726.000	AEROSOL, SOAP, WATER	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	45.52	312
271-790.000-726.000	CANDY FOR JULY 4TH PARADE	CARD SERVICES CENTER	B. BARTON CREDIT CARD	33.05	312
271-790.000-750.000	WALL STREET JOURNAL SUBSCRIPTION	CARD SERVICES CENTER	B. BARTON CREDIT CARD	29.99	312
271-790.000-801.000	CREDIT MEMO-DUPLICATE PAYMENT	CURRENT OFFICE SOLUTIONS	CREDIT MEMO-DUPLICATE PAYMENT	(155.41)	104459
271-790.000-801.000	COPIER LEASE - LIBRARY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - LIBRARY	125.38	104459
271-790.000-801.000	COPIER LEASE - LIBRARY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - LIBRARY	201.77	104459
271-790.000-801.000	COPIER LEASE - LIBRARY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - LIBRARY	142.24	104459
271-790.000-801.000	COPIER LEASE - LIBRARY	CURRENT OFFICE SOLUTIONS	COPIER LEASE - LIBRARY	152.92	104459
271-790.000-801.000	ART CLASS	GAIL BOHNER	ART CLASS	50.00	104472
271-790.000-801.000	CHANGE "A" RECORD FOR LIBRARY WE	SONIT SYSTEMS, LLC	CHANGE "A" RECORD FOR LIBRARY WEBSITE	27.50	104528
271-790.000-802.000	TECHNICAL SERVICES	SONIT SYSTEMS, LLC	NET ADMIN SERVICES 7-31-2022	440.00	104528
271-790.000-850.000	TELEPHONE - LIBRARY	ACD	TELEPHONE - LIBRARY	48.06	104429
271-790.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHERFAX BILL	56.00	104449
Total For Dept 790.000 LIBRARY				1,754.98	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	VEX GO EDUCATION KIT	CARD SERVICES CENTER	B. BARTON CREDIT CARD	596.85	312
271-792.000-726.010	CHALK, POPCORN BAGS	CARD SERVICES CENTER	B. BARTON CREDIT CARD	122.53	312
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				719.38	
Total For Fund 271 LIBRARY FUND				2,474.36	

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Fund 287 ARPA GRANT FUND					
Dept 447.000 ENGINEERING SERVICES					
287-447.000-801.000	LEGAL SERVICES - CAPITAL IMPROV-	MIKA MEYERS BECKET & JONES	LEGAL SERVICES - CAPITAL IMPROV-ROAD/UT	674.00	104507
Total For Dept 447.000 ENGINEERING SERVICES				674.00	
Total For Fund 287 ARPA GRANT FUND				674.00	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-801.000	MRS. STOCK'S PARK CONCERT SERIES	GAY SHAW	MRS. STOCK'S PARK CONCERT SERIES	200.00	104474
Total For Dept 756.000 PARKS				200.00	
Total For Fund 409 STOCK'S PARK				200.00	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 000.000					
481-000.000-263.000	ACCRUED SALES TAX	STATE OF MICHIGAN	SALES TAX - JULY 2022	1,234.62	599
481-000.000-687.300	SALES TAX DISCOUNT	STATE OF MICHIGAN	SALES TAX - JULY 2022	(6.17)	599
Total For Dept 000.000				1,228.45	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				1,228.45	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	ALUMINUM COUPLING PVC TO HD	POWERLINE SUPPLY	INVENTORY	225.40	104516
582-000.000-110.000	CONNECTOR 3/0 TO 350 COPPER	POWERLINE SUPPLY	INVENTORY	133.90	104516
582-000.000-110.000	HOT TAP ALUM C1530A	POWERLINE SUPPLY	INVENTORY	580.95	104516
582-000.000-110.000	POLE TOP PIN	POWERLINE SUPPLY	INVENTORY	279.43	104516
582-000.000-110.000	CUTOUT - 100 AMP 14.4KV	POWERLINE SUPPLY	INVENTORY	3,363.00	104516
582-000.000-110.000	HANDHOLE COVER	POWERLINE SUPPLY	INVENTORY	394.92	104516
582-000.000-158.000-201009	SINGLE PHASE PADMOUNT 100KVA DUA	SOLOMON CORPORATION	TRANSFORMER INVENTORY	30,260.00	104527
582-000.000-158.000-201011	INSULATOR PIN POLY 15KV C NECK	POWERLINE SUPPLY	FEEDER 16,17,18,19	6,254.60	104516
582-000.000-202.100	4CCH	1915 PROPERTIES LLC	UB refund for account: 011858	333.75	104425
582-000.000-202.100	4ENBK1	BEACH JR, DENNIS W	UB refund for account: 023897	39.00	104439
582-000.000-202.100	4CCH	BEACH JR, DENNIS W	UB refund for account: 023897	39.00	104440
582-000.000-202.100	4PCA	BIES, BENJAMIN	UB refund for account: 026706	15.42	104444
582-000.000-202.100	4CCH	BIRDSALL, PAUL	UB refund for account: 023341	65.83	104447
582-000.000-202.100	4CCH	CARRIAGE PARK INVESTORS LI	UB refund for account: 009791	20.00	104451
582-000.000-202.100	4CCH	COMMUNITY ACTION AGENCY	UB refund for account: 009884	231.81	104457
582-000.000-202.100	4ENBK1	DUDLEY, KYLEE J	UB refund for account: 026200	39.93	104465
582-000.000-202.100	4CCH	HOLLAND, REBECCA A	UB refund for account: 026804	223.01	104484
582-000.000-202.100	4CCH	PETTIT, JORDAN D	UB refund for account: 025138	161.00	104515
582-000.000-202.100	4CCH	SANDERSON, DARLENE M	UB refund for account: 018416	352.58	104522
582-000.000-202.100	4CCH	SIGNOR, TERESA A	UB refund for account: 035015	78.31	104526
582-000.000-202.100	4CCH	TO THE ESTATE OF AUDREY M	UB refund for account: 022178	174.03	104536
582-000.000-202.100	6CCH	WILD BILLS TOBACCO OF HILI	UB refund for account: 025745	90.00	104547
582-000.000-249.100	OPERATION ROUND-UP - JULY 2022	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP - JULY 2022	2,669.99	104456
582-000.000-249.100	LIEAF-6099 JULY 2022 P.A. 95	LARA - MI PUBLIC SERVICE (	LIEAF-6099 JULY 2022 P.A. 95	5,239.15	104494
582-000.000-263.000	ACCRUED SALES TAX	STATE OF MICHIGAN	SALES TAX - JULY 2022	32,513.97	599
582-000.000-692.200	SALES TAX DISCOUNT	STATE OF MICHIGAN	SALES TAX - JULY 2022	(208.65)	599
Total For Dept 000.000				83,570.33	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	88.05	311
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034	483.64	311

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Fund 582 ELECTRIC FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034	489.25	311
582-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	1,025.30	315
582-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	15,526.08	315
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	14.64	316
582-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	203.00	316
582-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	17,591.82	314
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	27.71	316
582-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	319.36	316
582-175.000-726.000	CALC TAPE	CURRENT OFFICE SOLUTIONS	CALC TAPE	5.45	104459
582-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	88.87	104459
582-175.000-726.000	TOILET PAPER/PAPER TOWELS ETC	KSS ENTERPRISES	TOILET PAPER/PAPER TOWELS ETC	213.26	104492
582-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	OFFICE WATER	19.50	104521
582-175.000-726.000	WATER FOR WAREHOUSE	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	112.98	312
582-175.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED	PAPER SHREDDING SERVICE	600.35	104428
582-175.000-801.000	CONTRACTUAL SERVICES	ACD	TELEPHONE - CONTRACT AUGUST 2022	24.03	104429
582-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	138.60	104459
582-175.000-801.000	PRINT/HANDLING OF UTILITY BILLIN	DELAWARE SYSTEMS	PRINT/HANDLING OF UTILITY BILLING	1,309.93	104462
582-175.000-801.000	JULY 2022 CLEANING	EAST 2 WEST ENTERPRISES, I	JULY 2022 CLEANING	130.00	104466
582-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	77.10	104510
582-175.000-801.000	PEST SERVICE RENEWAL	DEAN A MORT	PEST SERVICE RENEWAL	465.50	104534
582-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - JULY 2022	158.95	598
582-175.000-802.000	TECHNICAL SERVICES	SONIT SYSTEMS, LLC	NET ADMIN SERVICES 7-31-2022	295.63	104528
582-175.000-802.000	TECHNICAL SERVICES	MILSOFT	MILSOFT MONTHLY IVR 8-1-2022	256.20	104543
582-175.000-802.000	TECHNICAL SERVICES	MILSOFT	MILSOFT MONTHLY DISPATCH SUPPORT 8-1-2C	666.67	104543
582-175.000-850.000	TELEPHONE - ELECTRIC	ACD	TELEPHONE - CONTRACT AUGUST 2022	100.00	104429
582-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHERFAX BILL	28.00	104449
582-175.000-880.000	COMMUNITY PROMOTION	MCKIBBIN MEDIA GROUP	COMMUNITY PROMOTION	125.00	104504
582-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	20.60	304
582-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	20.78	305
582-175.000-956.000	ELECTRIC CONFERENCE	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	195.00	312
582-175.000-956.000	MICH MUNICIPAL ELECTRIC ASSOC CO	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	225.00	312
582-175.000-956.200	HOTEL FOR CONFERENCE	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	183.46	312
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	45.61	312
Total For Dept 175.000 ADMINISTRATIVE SERVICES				41,275.32	
Dept 543.000 PRODUCTION					
582-543.000-726.000	WATER DELIVERY SERVICE - POWER P	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE - POWER PLANT	12.00	104479
582-543.000-930.000	SERVICES RENDERED THROUGH 07/19/	UTILITIES INSTRUMENTATION	SERVICES RENDERED THROUGH 07/19/2022 AT	3,432.00	104542
Total For Dept 543.000 PRODUCTION				3,444.00	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	2NS SAND	BECKER & SCRIVENS	2NS SAND	6.96	104441
582-544.000-726.800	NUTS/BOLTS/WASHERS	FAMILY FARM & HOME	NUTS/BOLTS/WASHERS	42.80	104470
582-544.000-726.800	WEED KILLER/PIN FOR BACKHOE	FAMILY FARM & HOME	WEED KILLER/PIN FOR BACKHOE	20.99	104470
582-544.000-726.800	FINANCE CHARGE FROM INVOICE #163	HEFFERNAN SOFT WATER SERV	FINANCE CHARGE FROM INVOICE #1633	3.00	104479
582-544.000-726.800	2X6 - 8' CONST SPF X 3	JONESVILLE LUMBER	2X6 - 8' CONST SPF X 3	26.07	104488
582-544.000-726.800	11 OZ SMART STRAW	PERFORMANCE AUTOMOTIVE	11 OZ SMART STRAW	25.38	104513
582-544.000-726.800	WELD/REPAIR TRANSFORMER	WHITE'S WELDING SERVICE	WELD/REPAIR TRANSFORMER	250.00	104546
582-544.000-730.000	BOLTS/WASHERS FOR WIRE TRAILER R	GELZER & SON INC	BOLTS/WASHERS FOR WIRE TRAILER REPAIR	6.96	104475
582-544.000-730.000	FASTNERS/ANCHORS	GELZER & SON INC	FASTNERS/ANCHORS	6.79	104475
582-544.000-730.000	MIS BARREL CORE RET	PERFORMANCE AUTOMOTIVE	MIS BARREL CORE RET	(25.00)	104513
582-544.000-730.000	PM 50/50 BLEND	PERFORMANCE AUTOMOTIVE	PM 50/50 BLEND	12.29	104513
582-544.000-730.000	SPIN-ON LUBE FLT/10W30 MOBIL	PERFORMANCE AUTOMOTIVE	SPIN-ON LUBE FLT/10W30 MOBIL	17.09	104513

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Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-730.000	50/50 BLEND	PERFORMANCE AUTOMOTIVE	50/50 BLEND	12.29	104513
582-544.000-730.000	GAUGE TERM FOR TRAILER REPAIR/WI	PERFORMANCE AUTOMOTIVE	GAUGE TERM FOR TRAILER REPAIR/WIRING RE	37.54	104513
582-544.000-730.000	WELD & REPAIR BORE RODS	WHITE'S WELDING SERVICE	WELD & REPAIR BORE RODS	40.00	104546
582-544.000-740.000	FUEL/LUBRICANTS JULY 2022	WATKINS OIL COMPANY	FUEL/LUBRICANTS JULY 2022	2,807.49	104545
582-544.000-801.000	REPAIR URD LATERAL @ 103 RIPPON	CLARK ELECTRIC INC.	REPAIR URD LATERAL @ 103 RIPPON AVENUE	1,673.99	104555
582-544.000-801.300	BARE GROUND SERVICE TO KILL WEED	RIGHT WAY CONTROL LLC	BARE GROUND SERVICE TO KILL WEEDS/PREVE	2,390.00	104519
582-544.000-930.000	BROKEN POLE DISPOSAL	DRY MAR TRUCKING & DIRTWOF	BROKEN POLE DISPOSAL	862.50	104464
582-544.000-956.000	HOTEL FOR LINEMEN SCHOOL	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	829.90	312
Total For Dept 544.000 DISTRIBUTION				9,047.04	
Total For Fund 582 ELECTRIC FUND				137,336.69	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		112.94	311
588-596.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	2,831.80	315
588-596.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	64.96	316
588-596.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	64.56	316
588-596.000-726.000	PLASTIC WALL FOLDERS	AMAZON CAPITAL SERVICES, I	PLASTIC WALL FOLDERS	19.69	104433
588-596.000-730.000	TIE ROD END DART #60	PERFORMANCE AUTOMOTIVE	TIE ROD END DART #60	141.89	104513
588-596.000-740.000	FUEL AND LUBRICANTS-DPS	WATKINS OIL COMPANY	JULY CITY FLEET FUEL USAGE	2,433.07	104545
588-596.000-801.000	JULY 2022 MOWING	BILL'S LAWN CARE, LLC	JULY 2022 MOWING	400.00	104445
Total For Dept 596.000 DIAL-A-RIDE				6,068.91	
Total For Fund 588 DIAL A RIDE				6,068.91	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-202.100	SCCH	BIES, BENJAMIN	UB refund for account: 026706	5.48	104444
590-000.000-202.100	SCCH	DUDLEY, KYLEE J	UB refund for account: 026200	11.10	104465
Total For Dept 000.000				16.58	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		44.04	311
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		320.49	311
590-175.000-715.000	DENTAL & VISION - SEWER	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		25.41	311
590-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	512.65	315
590-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	6,298.27	315
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	7.29	316
590-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	95.00	316
590-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,303.88	314
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	13.84	316
590-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	135.46	316
590-175.000-726.000	CALC TAPE	CURRENT OFFICE SOLUTIONS	CALC TAPE	2.72	104459
590-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	44.43	104459
590-175.000-726.000	TOILET PAPER/PAPER TOWELS ETC	KSS ENTERPRISES	TOILET PAPER/PAPER TOWELS ETC	106.63	104492
590-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	OFFICE WATER	9.75	104521
590-175.000-726.000	WATER FOR WAREHOUSE	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	56.49	312
590-175.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED	PAPER SHREDDING SERVICE	300.18	104428
590-175.000-801.000	CONTRACTUAL SERVICES	ACD	TELEPHONE - CONTRACT AUGUST 2022	12.02	104429
590-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	69.30	104459
590-175.000-801.000	PRINT/HANDLING OF UTILITY BILLIN	DELAWARE SYSTEMS	PRINT/HANDLING OF UTILITY BILLING	654.96	104462
590-175.000-801.000	JULY 2022 CLEANING	EAST 2 WEST ENTERPRISES, I	JULY 2022 CLEANING	65.00	104466

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Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	38.55	104510
590-175.000-801.000	PEST SERVICE RENEWAL	DEAN A MORT	PEST SERVICE RENEWAL	232.75	104534
590-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - JULY 2022	79.47	598
590-175.000-802.000	TECHNICAL SERVICES	SONIT SYSTEMS, LLC	NET ADMIN SERVICES 7-31-2022	147.80	104528
590-175.000-802.000	TECHNICAL SERVICES	MILSOFT	MILSOFT MONTHLY IVR 8-1-2022	128.10	104543
590-175.000-850.000	CHARGES FOR AUGUST 2022 - WWTP	ACD	CHARGES FOR AUGUST 2022 - WWTP	96.12	104429
590-175.000-850.000	TELEPHONE - SEWER	ACD	TELEPHONE - CONTRACT AUGUST 2022	50.00	104429
590-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHERFAX BILL	14.00	104449
590-175.000-880.000	COMMUNITY PROMOTION	MCKIBBIN MEDIA GROUP	COMMUNITY PROMOTION	62.50	104504
590-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.30	304
590-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.38	305
Total For Dept 175.000 ADMINISTRATIVE SERVICES				13,947.78	
Dept 546.000 OPERATIONS					
590-546.000-742.000	UNIFORMS FOR ETHAN BRITTON	POWERS CLOTHING, INC.	UNIFORMS FOR ETHAN BRITTON	352.50	104517
590-546.000-930.000	REPAIR OF BACKHOE LOADER	AIS CONSTRUCTION EQUIPMENT	REPAIR OF BACKHOE LOADER	3,427.56	104430
590-546.000-930.960	SEWER REPAIR ON WESTWOOD DRIVE	BAILEY EXCAVATING, INC.	SEWER REPAIR ON WESTWOOD DRIVE	9,161.81	104438
590-546.000-930.960	REPAIRS & MAINT. - SEWER MAINS	BECKER & SCRIVENS	SEWAGE PUMP/PUMP TANK/ MISC/192 GRACE S	1,310.11	104441
590-546.000-930.970	MORTAR MIX	GELZER & SON INC	MORTAR MIX	16.98	104475
590-546.000-930.970	HYDRAULIC WATERSTOP	JONESVILLE LUMBER	HYDRAULIC WATERSTOP	19.98	104488
Total For Dept 546.000 OPERATIONS				14,288.94	
Dept 547.000 TREATMENT					
590-547.000-726.900	MAILING OF GLASS BOTTLES	MARKET HOUSE	MAILING OF GLASS BOTTLES	32.06	104503
590-547.000-726.900	DISTILLED WATER AT WWTP	RUPERT'S CULLIGAN	DISTILLED WATER AT WWTP	6.00	104521
590-547.000-726.900	ACID REAGENT/SURCHARGE	USABBLUEBOOK	ACID REAGENT/SURCHARGE	6,075.32	104541
590-547.000-727.600	SUPPLIES - FERROUS CHLORIDE	ALEXANDER CHEMICAL CORPORA	FERROUS CHLORIDE	4,541.66	104431
590-547.000-740.000	FUEL/LUBRICANTS JULY 2022	WATKINS OIL COMPANY	FUEL/LUBRICANTS JULY 2022	815.01	104545
590-547.000-801.000	BEF COMPLIANCE	MERIT LABORATORIES	BEF COMPLIANCE	1,605.00	104505
590-547.000-801.000	SERVICES FOR WWTP THROUGH 07/08/	UTILITIES INSTRUMENTATION	SERVICES FOR WWTP THROUGH 07/08/2022	5,793.01	104542
590-547.000-920.400	504756735 - W GALLOWAY GR	MICH GAS UTILITIES	NATURAL GAS UTILITY - W GALLOWAY GR	36.85	306
590-547.000-920.400	504904602 - 101 W GALLOWAY	MICH GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY	1,208.17	307
590-547.000-920.400	505161747 - 101 W GALLOWAY MN	MICH GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY MN	53.63	309
590-547.000-930.000	20 X 25 X 2 MERV4	AMERICAN COPPER AND BRASS,	20 X 25 X 2 MERV4	93.92	104434
590-547.000-930.000	QUADRA-FLEX CPLG SLEEVE	APPLIED INDUSTRAIL TECHNOI	QUADRA-FLEX CPLG SLEEVE	565.31	104437
590-547.000-930.000	TROUBLESHOOT PUMP MOTOR/REPLACED	CLARK ELECTRIC INC.	TROUBLESHOOT PUMP MOTOR/REPLACED/REPAI	978.08	104455
590-547.000-930.000	WASP & HORNET SPRAY	FAMILY FARM & HOME	WASP & HORNET SPRAY	13.98	104470
590-547.000-930.000	SXMIP MALE ADAPTER/PVC CHECK VAL	GELZER & SON INC	SXMIP MALE ADAPTER/PVC CHECK VALVE	19.37	104475
Total For Dept 547.000 TREATMENT				21,837.37	
Total For Fund 590 SEWER FUND				50,090.67	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-158.000-213012	MORRY ST WATER MAIN - PYMNT #1	PARRISH EXCAVATING, INC.	MORRY ST WATER MAIN - PYMNT #1	59,875.25	104511
591-000.000-202.100	WCCH	1915 PROPERTIES LLC	UB refund for account: 011857	86.75	104426
591-000.000-202.100	WBK1	BIES, BENJAMIN	UB refund for account: 026706	4.10	104444
591-000.000-202.100	WCCH	DUDLEY, KYLEE J	UB refund for account: 026200	7.64	104465
Total For Dept 000.000				59,973.74	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	44.04	311
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	219.65	311

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	BLUE CROSS & BLUE SHIELD	DENTAL & VISION INSURANCE GROUP 0070034	59.31	311
591-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	512.65	315
591-175.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	6,200.65	315
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	7.29	316
591-175.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	108.00	316
591-175.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	4,136.66	314
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	13.84	316
591-175.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPANY	LIFE & DISABILITY INSURANCE	153.19	316
591-175.000-726.000	CALC TAPE	CURRENT OFFICE SOLUTIONS	CALC TAPE	2.73	104459
591-175.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	44.43	104459
591-175.000-726.000	TOILET PAPER/PAPER TOWELS ETC	KSS ENTERPRISES	TOILET PAPER/PAPER TOWELS ETC	106.63	104492
591-175.000-726.000	MAIL EMPTY BOTTLES	MARKET HOUSE	MAIL EMPTY BOTTLES	17.87	104503
591-175.000-726.000	WATER - OFFICE	RUPERT'S CULLIGAN	OFFICE WATER	9.75	104521
591-175.000-726.000	WATER FOR WAREHOUSE	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	56.49	312
591-175.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED	PAPER SHREDDING SERVICE	300.18	104428
591-175.000-801.000	CONTRACTUAL SERVICES	ACD	TELEPHONE - CONTRACT AUGUST 2022	12.01	104429
591-175.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	LEASE/SUPPLIES JULY 2022	69.30	104459
591-175.000-801.000	PRINT/HANDLING OF UTILITY BILLIN	DELAWARE SYSTEMS	PRINT/HANDLING OF UTILITY BILLING	654.96	104462
591-175.000-801.000	JULY 2022 CLEANING	EAST 2 WEST ENTERPRISES, I	JULY 2022 CLEANING	65.00	104466
591-175.000-801.000	MONTHLY PROCESSING	ONLINE INFORMATION SERVICE	ONLINE UTILITY EXCHANGE/WEB ACCESS FEE	38.55	104510
591-175.000-801.000	PEST SERVICE RENEWAL	DEAN A MORT	PEST SERVICE RENEWAL	232.75	104534
591-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD	CREDIT CARD PROCESSING FEES - JULY 2022	79.48	598
591-175.000-802.000	TECHNICAL SERVICES	SONIT SYSTEMS, LLC	NET ADMIN SERVICES 7-31-2022	147.82	104528
591-175.000-802.000	TECHNICAL SERVICES	MILSOFT	MILSOFT MONTHLY IVR 8-1-2022	128.10	104543
591-175.000-850.000	CHARGES FOR AUGUST 2022 - WTP	ACD	CHARGES FOR AUGUST 2022 - WTP	96.12	104429
591-175.000-850.000	TELEPHONE - WATER	ACD	TELEPHONE - CONTRACT AUGUST 2022	50.00	104429
591-175.000-850.000	TELEPHONE	BSB COMMUNICATIONS INC	MONTHLY ETHERFAX BILL	14.00	104449
591-175.000-880.000	COMMUNITY PROMOTION	MCKIBBIN MEDIA GROUP	COMMUNITY PROMOTION	62.50	104504
591-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.30	304
591-175.000-920.400	504504154 - 37 MONROE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	10.38	305
Total For Dept 175.000 ADMINISTRATIVE SERVICES				13,664.63	
Dept 543.000 PRODUCTION					
591-543.000-930.000	VALVE OIL/SET KIT	MICHIGAN PIPE & VALVE	VALVE OIL/SET KIT	1,447.82	104506
Total For Dept 543.000 PRODUCTION				1,447.82	
Dept 544.000 DISTRIBUTION					
591-544.000-726.800	VACMASTER WET/DRY VAC	FAMILY FARM & HOME	VACMASTER WET/DRY VAC	99.99	104470
591-544.000-726.800	PLUNGER/MINI BRUSH SET	FAMILY FARM & HOME	PLUNGER/MINI BRUSH SET	19.98	104470
591-544.000-740.000	FUEL/LUBRICANTS JULY 2022	WATKINS OIL COMPANY	FUEL/LUBRICANTS JULY 2022	815.00	104545
591-544.000-742.000	UNIFORMS FOR ETHAN BRITTON	POWERS CLOTHING, INC.	UNIFORMS FOR ETHAN BRITTON	352.50	104517
591-544.000-801.000	MCC 2 YRS 07/21 - 06/23 - CROSS	HYDROCORP	MCC 2 YRS 07/21 - 06/23 - CROSS CONNECT	1,400.00	104485
591-544.000-801.000	WSSN #03170 LEAD & COPPER SAMPLE	MERIT LABORATORIES	WSSN #03170 LEAD & COPPER SAMPLES	152.00	104505
591-544.000-801.000	WSSN 03170 PB & CU SAMPLES	MERIT LABORATORIES	WSSN 03170 PB & CU SAMPLES	76.00	104505
591-544.000-801.000-213011	PEASTONE	DRY MAR TRUCKING & DIRTWOF	PEASTONE	744.25	104464
591-544.000-930.000	REPAIR OF BACKHOE LOADER	AIS CONSTRUCTION EQUIPMENT	REPAIR OF BACKHOE LOADER	3,427.57	104430
591-544.000-930.000	SOLDER/TNG FLUX/FITTING BRUSH/AD	AMERICAN COPPER AND BRASS,	SOLDER/TNG FLUX/FITTING BRUSH/ADPT	119.20	104434
591-544.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS,	MISC	279.23	104434
591-544.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS,	1 X 3/4 WROT M RED ADPT	24.87	104434
591-544.000-930.000	T-POST X 10	FAMILY FARM & HOME	T-POST X 10	52.90	104470
591-544.000-930.000	HP ROUND POINT SHOVEL 56"	FAMILY FARM & HOME	HP ROUND POINT SHOVEL 56"	13.99	104470
591-544.000-930.000	OUTER OLD STYLE REP LID WTR X 12	FERGUSON WOLSELEY CO	OUTER OLD STYLE REP LID WTR X 12	249.12	104471
591-544.000-930.000	SPADE BIT	GELZER & SON INC	SPADE BIT	3.79	104475

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
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 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 544.000 DISTRIBUTION					
591-544.000-930.000	CARBON HOLE SAW	GELZER & SON INC	CARBON HOLE SAW	7.59	104475
591-544.000-930.000	FLEX CONNECTOR/MED CAP CONNECTOR	GELZER & SON INC	FLEX CONNECTOR/MED CAP CONNECTOR/BLUE E	44.77	104475
591-544.000-930.000	NUMBER & LET STENCILS/BLACK SPRA	GELZER & SON INC	NUMBER & LET STENCILS/BLACK SPRAY PAINT	21.27	104475
591-544.000-930.000	SOLVENT/T-HANDLE HEX KEY	GELZER & SON INC	SOLVENT/T-HANDLE HEX KEY	76.98	104475
591-544.000-930.000	BPU'S SEED AID - 960 LBS	LA CROSSE SEED LLC	GRASS SEED AIDE - SPLIT W/ BPU	714.40	104493
591-544.000-930.000	REPAIRS & MAINTENANCE	MICHIGAN PIPE & VALVE	SADDLE BRZ DBL CC/1 CORP STOP CCXCOMP	327.20	104506
Total For Dept 544.000 DISTRIBUTION				9,022.60	
Dept 545.000 PURIFICATION					
591-545.000-920.400	504558065 - 401 HILLSDALE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 401 HILLSDALE	45.29	308
591-545.000-930.000	ROD HANGER/SWIVEL RING/THREADED	AMERICAN COPPER AND BRASS,	ROD HANGER/SWIVEL RING/THREADED ROD	19.17	104434
591-545.000-930.000	PVC/ELBOW/COUPLING	AMERICAN COPPER AND BRASS,	PVC/ELBOW/COUPLING	12.48	104434
591-545.000-930.000	300 GALL & 250 GALLON CHEMICAL C	ENVIRONMENTAL MANAGEMENT &	300 GALL & 250 GALLON CHEMICAL CONTAINM	3,691.00	104469
591-545.000-930.000	CARBON HOLE SAW	GELZER & SON INC	CARBON HOLE SAW	9.99	104475
591-545.000-930.000	FASTENERS & ANCHORS WTP WATER LI	GELZER & SON INC	FASTENERS & ANCHORS WTP WATER LINE	9.00	104475
591-545.000-930.000	SHELF/SEALANT	GELZER & SON INC	SHELF/SEALANT	51.48	104475
591-545.000-930.000	HARDWARE	GELZER & SON INC	HARDWARE	29.00	104475
591-545.000-930.000	MIP PUSH ADAPTER/SHARKBITE CLIP	GELZER & SON INC	MIP PUSH ADAPTER/SHARKBITE CLIP	19.68	104475
591-545.000-930.000	MIP PLUG/PVC ELBOW	GELZER & SON INC	MIP PLUG/PVC ELBOW	17.23	104475
591-545.000-930.000	9/16 3/8 DR. SKT	PERFORMANCE AUTOMOTIVE	9/16 3/8 DR. SKT	5.19	104513
Total For Dept 545.000 PURIFICATION				3,909.51	
Total For Fund 591 WATER FUND				88,018.30	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	MORTOR MIX TYPE S	JONESVILLE LUMBER	BLOCK MORTAR TYPE S & REDI MIX	234.22	104488
633-000.000-101.000	GRASS SEED AIDE	LA CROSSE SEED LLC	GRASS SEED AIDE - SPLIT W/ BPU	714.40	104493
Total For Dept 000.000				948.62	
Total For Fund 633 PUBLIC SERVICES INV. FUND				948.62	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-715.000	DENTAL & VISION - RMEF	BLUE CROSS & BLUE SHIELD (	DENTAL & VISION INSURANCE GROUP 0070034	28.24	311
640-443.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	488.24	315
640-443.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	16.24	316
640-443.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	852.74	314
640-443.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	19.70	316
640-443.000-726.000	STOCK BATTERY PROTECTOR & CLEANER	PERFORMANCE AUTOMOTIVE	STOCK BATTERY PROTECTOR & CLEANER	17.58	104513
640-443.000-730.000	CUTTING EDGE, BLT, NUT, WASHER T	AI S CONSTRUCTION EQUIPMEN\	CUTTING EDGE, BLT, NUT, WASHER TRACTOR	598.80	104430
640-443.000-730.000	BREATHER ELEMENT - TRACKLESS #16	BELL EQUIPMENT COMPANY	BREATHER ELEMENT - TRACKLESS #16	148.90	104442
640-443.000-730.000	STOCK FILTER & OIL	GREENMARK EQUIPMENT	STOCK FILTER & OIL	141.63	104478
640-443.000-730.000	STOCK FILTER	JACKSON TRUCK SERVICE INC	STOCK FILTER	41.26	104487
640-443.000-730.000	STOCK BACKUP ALARM	JACKSON TRUCK SERVICE INC	STOCK BACKUP ALARM	38.58	104487
640-443.000-730.000	TIRE FOR TRACTOR #50.9	NORM'S TIRE & SERVICE	TIRE FOR TRACTOR #50.9	23.00	104509
640-443.000-730.000	MIRROR ADHESIVE FOR TRUCK #1	PERFORMANCE AUTOMOTIVE	MIRROR ADHESIVE FOR TRUCK #1	3.29	104513
640-443.000-730.000	BPU 39-02 OIL FILTER, FUEL FILTE	PERFORMANCE AUTOMOTIVE	BPU 39-02 OIL FILTER, FUEL FILTER, AIR	157.25	104513
640-443.000-730.000	BPU 39-02 OIL FILTER	PERFORMANCE AUTOMOTIVE	BPU 39-02 OIL FILTER	8.76	104513
640-443.000-730.000	CORE CHARGE	PERFORMANCE AUTOMOTIVE	STOCK OIL FILTERS	17.47	104513
640-443.000-730.000	BPU 39-15 FILTER & OIL	PERFORMANCE AUTOMOTIVE	BPU 39-15 FILTER & OIL	70.71	104513
640-443.000-730.000	TRUCK #11 OIL & FILTER	PERFORMANCE AUTOMOTIVE	TRUCK #11 OIL & FILTER	49.39	104513
640-443.000-730.000	STOCK FILTER	PERFORMANCE AUTOMOTIVE	STOCK FILTER	72.89	104513

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Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-730.000	STOCK FILTER	PERFORMANCE AUTOMOTIVE	STOCK FILTER	40.20	104513
640-443.000-730.000	CORE CHARGE	PERFORMANCE AUTOMOTIVE	BPU #20 (WALLY) BATTERY, CABLE END, SOI	172.87	104513
640-443.000-730.000	TRUCK #10 BATTERY CORE CHARGE	PERFORMANCE AUTOMOTIVE	TRUCK #10 BATTERY CORE CHARGE	(36.00)	104513
640-443.000-730.000	FITTINGS & COUPLINGS - TRACKLESS	PERFORMANCE AUTOMOTIVE	FITTINGS & COUPLINGS - TRACKLESS #16.3	10.92	104513
640-443.000-730.000	STOCK FUEL FILTER	PERFORMANCE AUTOMOTIVE	STOCK FUEL FILTER	119.88	104513
640-443.000-730.000	STOCK OIL FILTER	PERFORMANCE AUTOMOTIVE	STOCK OIL FILTER	5.73	104513
640-443.000-730.000	STOCK FILTER	PERFORMANCE AUTOMOTIVE	STOCK FILTER	14.98	104513
640-443.000-730.000	STOCK SHRINK BUTT CONNE	TERMINAL SUPPLY COMPANY	STOCK SHRINK BUTT CONNE	100.47	104533
640-443.000-740.000	FUEL AND LUBRICANTS - DPS	WATKINS OIL COMPANY	JULY CITY FLEET FUEL USAGE	3,760.33	104545
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	6.69	104539
640-443.000-742.000	CLOTHING / UNIFORMS	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	6.69	104539
640-443.000-801.000	LEAF LOADER #16.3 REPAIR	CAMBRIA TOOL & MACHINE, INC	LEAF LOADER #16.3 REPAIR	240.00	104450
640-443.000-801.000	CYLINDER RENTAL - JULY 2022	PURITY CYLINDER GASES, INC	CYLINDER RENTAL - JULY 2022	66.82	104518
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	21.32	104539
640-443.000-801.000	CONTRACTUAL SERVICES	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE - DPS	21.32	104539
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				7,346.89	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				7,346.89	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		28.24	311
699-441.000-715.000	DENTAL & VISION - DPS	BLUE CROSS & BLUE SHIELD (DENTAL & VISION INSURANCE GROUP 0070034		336.88	311
699-441.000-715.000	HEALTH AND LIFE INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUG 2022	5,077.70	315
699-441.000-715.000	HEALTH AND LIFE INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	113.68	316
699-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	831.78	314
699-441.000-721.000	DISABILITY INSURANCE	SUN LIFE ASSURANCE COMPAN\	LIFE & DISABILITY INSURANCE	120.80	316
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				6,509.08	
Total For Fund 699 DPS LEAVE AND BENEFITS FUND				6,509.08	

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Fund Totals:

Fund 101	GENERAL FUND	131,488.21
Fund 202	MAJOR ST./TRUNK	1,793.35
Fund 203	LOCAL ST. FUND	1,583.15
Fund 208	RECREATION FUNI	3,904.50
Fund 244	ECONOMIC DEVELC	788.58
Fund 265	DRUG FORFEITURE	2,182.95
Fund 271	LIBRARY FUND	2,474.36
Fund 287	ARPA GRANT FUNI	674.00
Fund 409	STOCK'S PARK	200.00
Fund 481	AIRPORT IMPROVI	1,228.45
Fund 582	ELECTRIC FUND	137,336.69
Fund 588	DIAL A RIDE	6,068.91
Fund 590	SEWER FUND	50,090.67
Fund 591	WATER FUND	88,018.30
Fund 633	PUBLIC SERVICES	948.62
Fund 640	REVOLVING MOBII	7,346.89
Fund 699	DPS LEAVE AND F	6,509.08

Total For All Funds:	442,636.71
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CITY COUNCIL MINUTES

City of Hillsdale
August 15, 2022
7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

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

Roll Call

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

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

Council Members absent: Bill Zeiser, Ward 3

Also Present: Attorney Tom Thompson, Katy Price (City Clerk), Penny Swan, George Flanner, Stephanie Myers, Dennis Wainscott, Sheri Ingles, Doug Ingles, and Robert Eichler.

Approval of Agenda

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

By a voice vote, the motion passed unanimously.

Public Comment

None

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 28, 2022: \$1,329,418.11
 - 2. Payroll of August 4, 2022: \$183,415.25
- B. City Council Minutes of August 1, 2022
- C. Pub N Grub End of Summer Street Party Use Agreement
- D. Hillsdale County Farmers Market Street Closure Agreement & Ratification of Signatures
- E. BPU: WWTP Channel Monster
- F. BPU: WWTP Lift Station Wavestart System

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

Roll call:

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

Motion passed 8-0

Communications/Petitions

- A. 2022 Fall City Newsletter

All items presented for the purpose of information only.

Introduction and Adoption of Ordinances/Public Hearings

- A. Public Hearing to Declare 36 Howder St a Public Nuisance

The property located at 36 Howder St. has been cited for multiple International Property Maintenance Code (IPMC) violations since 1997. The prior owner had received a Neighborhood Enhancement Program Grant (NEP) to help offset the costs of a new roof. In June of 2021, the property was purchased from the estate by the current owner. At that time, the new owner was informed of the multiple outstanding violations on the property and was offered an opportunity to receive the same grant as the previous owner. These violations included potential structural issues stemming from the roof having leaked for multiple years. The new owner was also informed that no one would be permitted to occupy the structure as a dwelling until the violations had been corrected and a Use & Occupancy permit had been acquired. In December of 2021, it was brought to the attention of the code official that the new owner had moved into the structure prior to the previous requirements. The owner was notified in January of 2022 that she would be required to vacate the structure and correct the violations prior to moving back in. In March 2022, a District Court judgement was ordered that the owner had 60 days to bring the property into compliance or vacate until such time as the property complied. The owner has missed the court ordered deadline and still resides at the property located at 36 Howder. It was determined that in consideration of the number of violations and the failure to comply with the court judgement, the property located at 36 Howder St. should be declared unsafe for human habitation.

Mayor Stockford opened podium at 7:16 p.m.

With no public comment Mayor Stockford closed podium at 7:17 p.m.

Council discussion ensued on the property and code enforcement.

Motion by Council Member Sharp, seconded by Council Member Socha to declare 36 Howder St. a public nuisance and to order abatement or demolition of the structure and authorize the expenditure of funds to complete the work. **Resolution # 3513.**

Roll call:

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

Motion passed 8-0

Old Business

New Business

- A. Street Closures for Train Tour Event- TCO 2022-31

Motion by Council Member Socha, seconded by Council Member Stuchell to approve the TCO 2022-31 for the upcoming train event.

By a voice vote, the motion passed unanimously.

B. Street Closures for Train Tour Event- TCO 2022-32

Motion by Council Member Socha, seconded by Council Member Stuchell to approve the TCO 2022-32 for the upcoming train event.

By a voice vote, the motion passed unanimously.

C. ICMA Retirement Plans Cancellation Notice

City Manager Mackie reported historically the City has offered two retirement plan providers to employees. They are MERS and ICMA. MERS provides the City’s defined benefit plans and other individual retirement accounts and ICMA provides a 457 and 401 plans.

The expiration of the ICMA plan is October 26, 2022 with automatic 1-year renewals if they are not notified of cancellation 60 days prior to expiration.

Mackie stated he would like Council’s permission to issue that cancellation notice and to start working with Compliance 401K to bring forward an agreement to transition too. The biggest difference between the two plans is that ICMA is not a fiduciary and Compliance 401k is a fiduciary. Otherwise the fees and investment options are comparable.

Mr. Flanner from Compliance 401K addressed Council stating he is proposing and would like to upgrade employees to a more advantageous plan and educate them on retirement as well as taking on fiduciary duties of the City for the employees.

Motion by Council Member Vear, seconded by Council Member Socha to issue the ICMA cancellation notice for the current 457 and 401 retirement plans.

Roll call:

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

Motion passed 8-0

D. Hart MI Solar PPA Project VI

City Manager Mackie reported The Hillsdale BPU entered into an agreement as a member of the Michigan South Central Power Agency for bulk power purchasing originating in 1979. Under this agreement projects may be purchased to supplement the existing contract.

The MSCPA and City of Hillsdale have determined that the acquisition, construction, furnishing and equipping of the Hart Solar project (Project VI), a solar generating facility, located in Oceana County, Michigan, is necessary and in the best interests of the MSCPA and the City of Hillsdale.

The City will receive up to an 18.6% entitlement share at 7.0MW of the 37.7MW of renewable solar power purchased by the MSCPA.

Council Member Socha inquired about the penalties if the City didn’t purchase the supplemental power.

Mackie explained how power and capacity work and stated that the City has been using more and more power and energy the last few years, BPU is working on plans to going green. The City has to obtain power from the state of Michigan not from any other state as a rule. The state goes through MSCPA with the fines that then come down to the City if the City doesn't purchase supplemental power, etc.

Further council discussion ensued.

Motion by Council Member Sharp, seconded by Council Member Pratt to approve the Supplemental Power Sales Contract and the resolution approving the Hart Solar Project VI. **Resolution # 3514.**

Roll call:

Council Member Stuchell	Aye
Council Member Vear	Aye
Mayor Stockford	No
Council Member Sharp	Aye
Council Member Pratt	Aye
Council Member Morrissey	Aye
Council Member Socha	No
Council Member Briner	Aye

Motion passed 6-2

Miscellaneous Reports

- A. Proclamation – None
- B. Appointments- None
- C. Other- None

General Public Comment

Jack McLain, Hillsdale Twp., commented that Hillsdale made the news in Detroit.

City Manager's Report

Final movie in the park this Friday at Mrs. Stock's Park.

Uran Street project wraps up this week.

Morry St., Lynwood Ave. and S. Hillsdale St. project kicks off this week.

Air conditioning unit needs repaired. A valve blew off and lost all Freon. To repair the system would cost around \$8000. City isn't going to repair it, staff ordered portable window units ordered for City Hall as a new chiller system will be installed this fall.

Tackle Football registration is now open through Hillsdale Recreation.

Train event in downtown Hillsdale at the end of the month.

Council Members asked City Manager Mackie about street parking concerns on Summit St., Waldron St. between West St. and S. Howell St., and Budlong St. between Waldron St. and South St.

Council Comments

Council Member Sharp commented on S. Manning Street up by Bailey school and route to hospital. He stated it is terrible and needs to be added as a road project. Sharp mentioned work being done with the Meijer property.

Council Member Stuchell gave shout out to Eric Hoffman for work he is doing at Baw Beese.

Council Member Briner had a few comments on personal investments.

Council Member Socha thanked Mr. Mackie for not spending the \$8000 to repair the air conditioning unit.

Adjournment

Motion by Council Member Sharp, seconded by Council Member Vear moved to adjourn the meeting.

By a voice vote, the motion passed unanimously. The meeting adjourned at 8:03 p.m.

Adam L. Stockford, Mayor

Katy Price, City Clerk

CITY OF HILLSDALE



Economic Development Corporation

97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6426

Economic Development Corporation (EDC) MINUTES

REGULAR MEETING

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

CITY HALL, 97 N. BROAD ST., 3rd FLOOR

June 21, 2022

Members Present: Matt Granata, Dean Affholter, Rich Moeggenberg, Amanda Janes, Dave Loader, Rachel Lott, Don Germann

Members Absent: Andrew Gelzer, John Condon, Sam Waldvogel

Others Present: Kelly LoPresto, Economic Development Coordinator

A. **PUBLIC COMMENT ON AGENDA ITEMS** – No public comment.

B. CONSENT AGENDA

a. Approval of Minutes: EDC Meeting Minutes, April 19, 2022

b. Financial Statements as of May 31, 2022

Mr. Germann made a motion to approve the consent agenda as presented. Mr. Loader seconded. Motion passed.

C. COMMUNICATION

a. 2022/2023 TIFA Goals

b. 2022/2023 City Council Goals

D. NEW BUSINESS

a. Officer Elections-

Mr. Germann made a motion to appoint Mr. Condon as chair and Mr. Affholter as vice-chair. If Mr. Condon does not want to serve as chair Mr. Affholter will continue one more year as chair. Mr. Loader seconded. Motion passed.

b. Committee Assignments –

- Three Meadows Committee – Mr. Germann – Chair, Mr. Waldvogel and Mr. Affholter.
- Business Review Committee – Mr. Moeggenberg – Chair, Ms. Janes, Mr. Condon, Ms. Lott.
- Manufacturing & Technology Park – Mr. Loader – Chair, Mr. Condon, Mr. Granata.

Ms. Lott made a motion to appoint the above committee assignments. Ms. Janes seconded. Motion passed.

c. Economic Development Strategy – Ms. Lott and Ms. Janes will assist staff in updating the Economic Development Strategy.

- d. Goals for 2021/2022
 - i. **EDC Goals for 2021/2022**
 - i. Implement at least two information, good will or information initiatives for the Manufacturing and Technology Park by 6/30/22.
 - ii. Provide Financial Support to at least three Trade and /or Technical Training programs for purpose of skill and labor retention of area, by 12/31/2021.
 - iii. Develop a go-forward plan for the Phases II and III for Three Meadows by 6/30/2022.
 - iv. Sponsor a minimum of three events to support overall economic growth like: New Year’s Eve Bash, WCSR News & Views, WLNS Holiday Program and Holiday Gift Card Program.

E. OLD BUSINESS

- a. Wayfinding Update- a quote of over \$20,000 for the next phase was received. The cost was much higher than anticipated so the second phase will be reviewed by the business review committee.
- a. Fiber Update – Ms. LoPresto is working with Merit to set up a presentation and to look at forming a fiber taskforce. The board asked Ms. LoPresto to set up a meeting for Merit to do a presentation and invite the county, hospital, council, TIFA, Sue Smith and other community leaders to attend.
- b. Future of Three Meadows –Mr. Loader made a motion to list 280 & 286 W Bacon (remaining acreage) with Mrs. Christie Plemmons. The board is interested in exploring a solar farm. Ms. Janes seconded. Motion passed.
- c. EDC Goals for 2022/2023 – Mr. Affholter discussed goals for next year. The goals will be added to the next meeting agenda.

F. COMMITTEE REPORTS

- a) Three Meadows/ Architectural Control Committee- nothing to report.
- b) Manufacturing & Technology Park- nothing to report.
- c) Business Review Committee/Other Projects – nothing to report.

G. BOARD ROUND-TABLE/ECONOMIC DEVELOPMENT UPDATE AND OTHER

– Ms. LoPresto gave an update on the following.

- a. Keefer House Hotel
- b. Dawn Theater
- c. “IN THE HOPPER”

H. PUBLIC COMMENT – No public comment.

Adjournment: Mr. Moeggenberg made a motion to adjourn at 8:55 a.m. Mr. Loader seconded. Motion passed.

Next Meeting: August 18, 2022

Planning Commission Meeting Minutes
Hillsdale City Hall
Council Chambers
July 20, 2022
5:30 pm

I. Call to Order

Meeting opened at 5:30 pm followed by the Pledge of Allegiance, and Roll Call.

II. Members Present

- A. Members Present: Chairman Eric Moore, Vice Chairman Ron Scholl, Commissioner William Morrissey, Commissioner Penny Swan, Commissioner Kerry Laycock, Commissioner Elias McConnell
- B. Public Present: Zoning Administrator Alan Beeker, David Billington, Councilman Robert Socha
- C. Members Absent: Secretary Jacob Parker

III. Consent Agenda and Minutes

Motion to approve the Consent items as presented made by Commissioner Laycock, seconded by Commissioner McConnell, motion approved unanimously.

IV. Public Comment

Councilman Socha spoke about the number of complaints from neighbors of the Hope House in downtown Hillsdale. He asked the Planning Commission if they would explore avenues that would restrict any future Halfway Houses in the downtown in the future.

V. Site Plan Review

A. 150 Barber Dr.

- a. Mr. Beeker gave a brief description of the project. The proposed project is to remove the existing baseball diamond, build a new stadium along with the new baseball diamond.
- b. Commissioner Swan moved to approve, Commissioner Morrissey seconded, motion passed unanimously.

VI. Old Business

No Old Business

VII. New Business

A. Lighting Ordinance

- a. The light pole height requirement was removed from the ordinance.
- b. Chair Moore moved to amend the ordinance as presented and hold a public hearing at the next regular meeting, August 17, for the Lighting, Fencing and Landscape Ordinances. Commissioner McConnell seconded, motion passed.

B. Ordinance Planning

- a. Halfway Houses
 - i. At the request of Council, the Planning Commission looked at the possibility of adding Halfway House restrictions in the downtown.
 - ii. Consultations with the City Attorney and other research shows that restricting Halfway Housing in any district that permits residences is a violation of the Fair Housing Act.
- b. Tree Preservation
 - i. Commissioner Laycock would like to see a city-wide list of heritage trees. He would also like to see a policy created that attempts to save trees that may be impacted by street and utility improvements.
 1. Only remove trees that are unsafe
 2. Only remove trees that would adversely affect the success of the project.
 - ii. Could the Shade Tree Committee be an advisory committee?
- c. The Zoning Administrator asked the Planning Commission for a priority list of new ordinances. After some discussion, Commissioner Morrissey suggested creating the Alternative Energy ordinance should be the priority. The Commission agreed.

VIII. **Zoning Administrator Report**

Mr. Becker informed the Commission that Meijer had requested the execution of the 425 agreement between the City and Fayette Township. They hope to submit drawings to the Commission for review in the next two months.

IX. **Commissioner's Comments**

No comments

X. **Public Comment**

Dave Billington thanked the Commission for approving the latest college project.

XI. **Adjournment**

Commissioner Laycock moved adjourn the meeting, Commissioner Swan seconded. Motion passed unanimously. Meeting adjourned at 6:32 pm.

XII. **Next meeting: August 17, 2022 at 5:30 pm.**

SHADE TREE COMMITTEE

MEETING MINUTES

August 3rd 2022

Gary Stachowicz, Hillsdale City Forester called the Shade Tree meeting to order at 3:00 P.M

Board members present: Elaine Tillinger, Bud Heinowski, Jason Blake and Jason Sellers. Jake Hammel, BPU electric superintendent was also present. Jared Cole was unable to attend the meeting. Motion was made by Elaine to excuse Jason from the meeting. Motion was seconded by Jason Sellers and carried unanimously.

Approval of Minutes: Motion was made by Jason Sellers to approve the minutes of the May 4th 2022 meeting. Motion was seconded by Elaine and carried unanimously.

Public Comments: None.

Old Business: Invasive species treatment. Gary informed the committee that individuals from the St Joseph Invasive Species Council will be here sometime in August to begin treating oriental bittersweet throughout the city.

New Business:

- A. City tree removals/trims by BPU. Jake Hammel, BPU electric superintendent mentioned that he will be putting bids out in the near future for tree trimming/removals for line clearance along BPU service lines. Included in this will be trees along W. Bacon St in ward three within the city limits of Hillsdale. Jake hopes to work with Gary marking the trees in question to determine whether they should be trimmed or removed.
- B. Written policy for tree removals. Gary mentioned that in the near future he would like to have a written policy drawn up that addresses tree removals/trims by BPU. Included in this policy would be how the wood will be disposed of and who will be responsible for the stump grinding and terrace restoration. Gary would like to develop this policy with the BPU electric foreman and the Public Services Director.
- C. Jason Blake (DPS Director) Gary informed the committee that as of May 1st 2022 Jason Blake officially became the Director of Public Services for the City of Hillsdale.
- D. BPU funds for tree planting? Gary asked Jake if there is a possibility BPU might contribute some funds for tree replacements in the future where BPU has removed city trees that were in conflict with electrical lines. Jake said he would consult with the Director of BPU before making a decision.

ADJOURNMENT: Jason Sellers made a motion to adjourn the meeting at 3:24 p.m. Motion was seconded by Bud and carried unanimously. The next meeting is scheduled for Wednesday October 5th 2022 at 3:00 p.m. at city hall.



**Cemetery Board
Minutes**

**2nd Floor Conference Room
City Hall**

August 3, 2022
4:15p.m.

Call to Order:

The meeting was called to order by Jason Blake at 4:17 p.m.

Board members present:

DPS Director Jason Blake, Carol Lackey, Richard Smith, John Barrett, Vicky Ladd

Board members absent:

None

Also present were:

Cemetery Sexton Frank Engle

APPROVAL OF MINUTES

Motion by Barrett, seconded by Lackey, to approve the May 4, 2022 Cemetery Board Minutes.

All ayes, motion passed.

PUBLIC COMMENT

None

OLD BUSINESS

A. Lakeview Expansion

Cemetery Sexton, Frank Engle reported estimate opening date would be mid-late September for the estimate opening of the Lakeview expansion.

B. Animal Ordinance

Board discussion ensued.

Motion by Barrett, support by Ladd to continue efforts to ban dogs from both cemeteries

All ayes. Motion carried.

C. New Entry Signs

Motion by Barrett, support by Ladd to change wording on the signs to include *“All pets must be leashed and under control. Clean up waste.”*

All ayes. Motion approved.

NEW BUSINESS

A. MAMC Conference in Frankenmuth. August 17-19, 2022

Sexton Engle discussed the conference with the board.

B. Lakeview Updates

Sexton Engle led discussion on the update. Discussion ensued on Catalpa cabling.

C. Ground Penetrating Radar “GPR” at Oak Grove

Sexton Engle would like to use GPR equipment to help locate graves and other items in Oak Grove in spring 2023.

D. Fire Department Loan

The Fire Department is currently paying on the loan, unsure how many more payments need made.

E. Wreaths Across America

Discussion ensued on the program.

No action taken.

ADJOURNMENT

Motion by Smith, supported by Ladd to adjourn.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 4:54 p.m.

Respectfully submitted,

Katy Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: Expenditure of Public Safety Equipment Millage Funds

Background:

The Public Safety Committee approved the expenditure of funds on August 16, 2022. This request is to purchase five (5) rifle rated ballistic shields and accessories for responding to acts of violence and incidents involving the threats of weapons.

The purpose, research, pricing and sole source justification was discussed at length at the public safety committee meeting. The approved motion was for \$31,655.00 plus any shipping related costs.

Recommendation:

Approval is recommended as this is life safety equipment and the expenditure does not affect the future known purchases from this fund.

Scott A. Hephner



Chief of Police / Fire Chief

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: 5K Fundraiser Street Closure

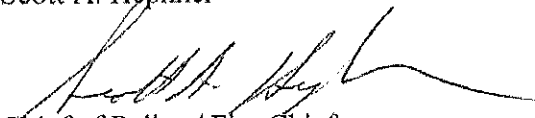
Background:

Special Olympics Area 29 is having a 5K Run/Walk fundraiser for Special Olympics Area 29 athletes to cover costs to participate in games throughout the year. The event will start and finish inside the Hillsdale County Fairgrounds. Participants will exit the fairgrounds onto E. South Street and travel east to the walk path then continue on the walk path to the area of the boat launch in the park system and return on the same route. Organizers will have staff to assist at W. St. Joe Street and Barnard Street, the Police Department will assist as needed. West bound E. South Street will be closed between Broad Street and W. St. Joe Street and east bound traffic will be shifted into the west bound lane during the event. Event is from 2:00 p.m. till 7:30 p.m. on Sunday October 9, 2022.

Recommendation:

Approval is recommended as this event was held in 2019 utilizing the same route.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2022-40

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

On Sunday, October 9, 2022 from 2:00 pm to 7:30 pm the westbound lane on E. South St. from W. St. Joe to S. Broad St. will be closed to all traffic and eastbound traffic will be shifted to the westbound lane on E. South St. between the Fairgrounds entrance/exit and W. St. Joe St. for the 5k run/walk fundraiser for Area 29 (Hillsdale/Lenawee) Special Olympics Athletes.

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



Chief of Police

09/13/22
Date

Received for filing in the office of the City Clerk at 11:00 a.m. on the 13 day of September, 2022.

City Clerk

09/13/22
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by KF
 Date 8/29/22
 Amount Rec'
 Check # PD CASH
 Permit #



RECEIVED

AUG 29 2022

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

PD #20,000

CITY OF HILLSDALE

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

APPLICATION FOR PERMIT

OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS

TYPE:

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

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

Special Olympics Area 29

Applicant's Name <u>13700 E. Diane Dr.</u>	Date	Contractor's Name	Date
Mailing Address <u>Camden, MI 49232</u>		Mailing Address	
City <u>Camden</u>	State <u>MI</u>	City <u>Tammy Ryan</u>	State <u>320</u>
Zip Code <u>49232</u>		Zip Code <u>0783</u>	
Contact Person <u>Gary Morrison, Area 29 Director</u>	Telephone Number	Telephone Number	

DESCRIPTION OF WORK OR USE:
5K Run/Walk Fundraiser for Special Olympics Area 29 Athletes
(for costs to participate in games throughout the year)

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

TIME PERIOD:
 COMMENCING DATE: Oct. 9, 2022 TIME: 2:00 ENDING DATE: Oct. 9, 2022 TIME: 7:30

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

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

Staff Use Only

Recommendation for Issuance

Approved Denied

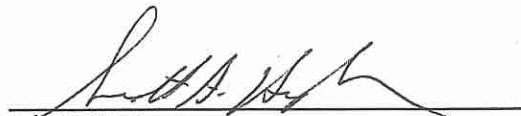
Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Refer to DPS regarding barricades + cones

Bond Received \$ _____

Fee Received \$ _____

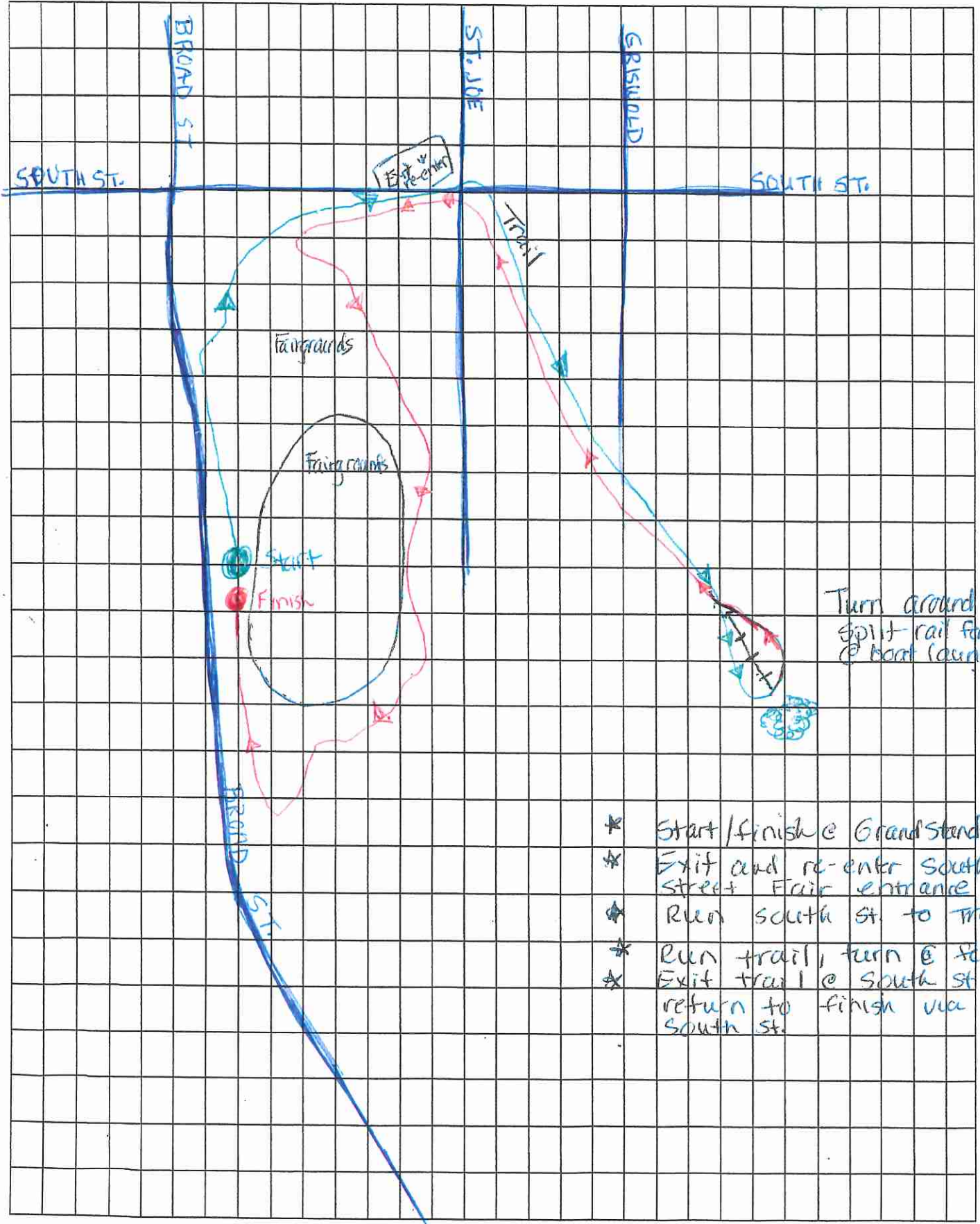
City Clerk

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

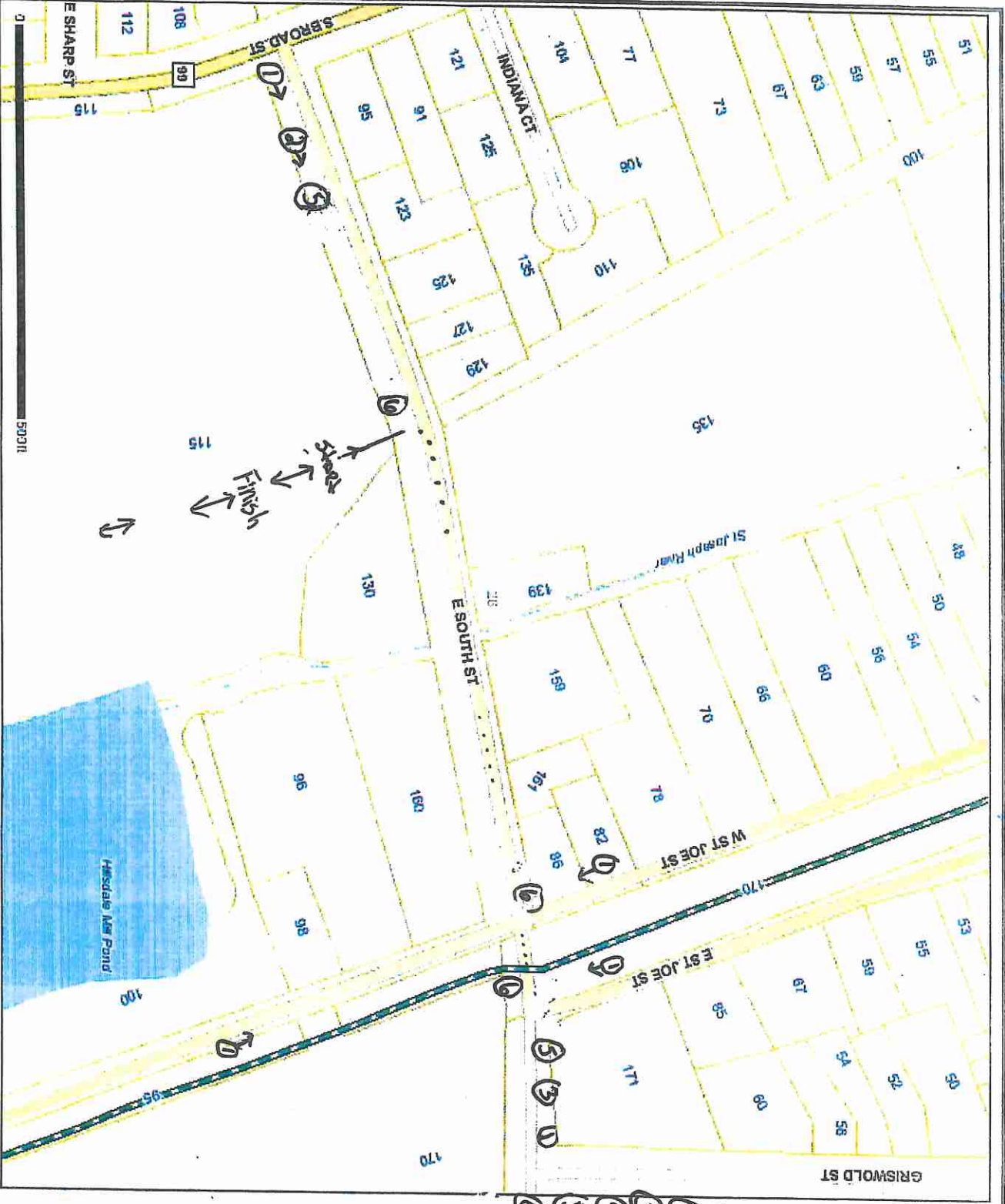
Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242
or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
Or email to: publicservices@cityofhillsdale.org

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

PROJECT PLAN (Attach additional sheets, as necessary)



TTC MAP. 2019



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

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

• Cones

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the State/County/Cities/Townships/Villages shall not be liable for any damage, all claims, and agrees to defend, indemnify, and hold harmless the State/County/Cities/Townships/Villages from any and all claims brought by the User, its employees or agents, or third parties with access or use of data provided. Map Created: 8/20/2019

Keep the location reference only. Applicant shall place all maintain all traffic control in full compliance of meter.

Flagger @ Bernard
 Blue trail center



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2022

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1002035421

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OTHER	Y	Y	PHPK2362188	12/31/2021	12/31/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2362188	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NON-OWNED/HIRED AUTO	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB797478	12/31/2021	12/31/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

- Coverage applies to the following: SPECIAL OLYMPICS MICHIGAN (SOMI), CENTRAL MICHIGAN UNIVERSITY, MOUNT PLEASANT, MI 48859.

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

CERTIFICATE HOLDER

Hillsdale County Fairgrounds

115 S. Broad Street

Hillsdale MI 49242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED Special Olympics, Inc. 1133 19th Street NW Washington, DC 20036	
POLICY NUMBER PHPK2362188		EFFECTIVE DATE: 12/31/2021	
CARRIER Philadelphia Indemnity Insurance Company	NAIC CODE 18058		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002035421

- The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles only).

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: Recreational Fun Run 5K

Background:

American Legion Post #53 requests to hold their Recreational Fun Run 5K from 2:00 p.m. to 5:00 p.m. on Sunday October 23, 2022. The run will begin at the Legion and travel Steamburg, Griswold, Waterworks, Bawbeese Trail, Lakeview and back to the Legion. This route is the same as utilized in the past and does not require any barricades. Their staff and Hillsdale Police will assist with traffic control.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

Received by M. Loren
 Date 09/09/22
 Amount Rec' _____
 Check # _____
 Permit # _____



CITY OF HILLSDALE
 City Hall
 97 N. Broad St.
 Hillsdale, Michigan 49242
 (517) 437-6490
 www.cityofhillsdale.org
APPLICATION FOR PERMIT
OCCUPANCY OF OR WORK WITHIN STREET RIGHT-OF-WAYS

TYPE:

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

Post a copy of the
Permit on-site

American Legion Post #53	09/09/2022	Christopher T Parks	09-09-2022
Applicant's Name	Date	Contractor's Name	Date
1611 Steamburg Rd.		280 Barber Dr.	
Mailing Address		Mailing Address	
Hillsdale MI 49242		Hillsdale MI 49242	
City	State	City	State
517-614-0192		517-614-0192	
Zip Code		Zip Code	
Telephone Number		Telephone Number	

DESCRIPTION OF WORK OR USE:

Recreational Fun Run 5k

LOCATION: (Drawing to be provided)

From Legion to Steamburg to Griswold to Waterworks to Bawbeese Trail to Waterworks to Lakeview to Legion

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Traffic Control as needed/recommended by City Police

TIME PERIOD:

COMMENCING DATE: 10/23/2022 TIME: 2pm ENDING DATE: 10/23/2022 TIME: 5pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

Staff Use Only

11/17/14
25100110

Recommendation for Issuance

Approved Denied

Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Police to Assist with Traffic

Bond Received \$ _____

Fee Received \$ _____

City Clerk

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

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242
or email to: publicservices@cityofhillsdale.org

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



LEIGH A. WRIGHT AMERICAN Legion Post #53
2.5K & 5K FUN RUN/WALK
~~17 APR 2021 8-10 AM~~

~~DAVID HAMBLETON
COMMITTEE CHAIR~~

~~517-273-1311~~

~~OLDSALT@OLDSALTweb.com~~

Oct 23, 2022 2pm-5pm
Dianne Paul 419-290-9804



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2022

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Leighr A. Wright American Legion Post #53 Christopher Parks 1611 Steamburg Rd Hillsdale, MI 49242	INSURER A: Houston Casualty Company	NAIC # 42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: TM254496

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			H21SE00006/TM254496	10/23/2022 12:01AM	10/24/2022 2:01AM	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
	<input checked="" type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY						DEDUCTIBLE	\$ 0
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Running Events (5K, 8K, & 10K) to be held on 10/23/2022 - 10/23/2022 with 50 attendees at Leighr A. Wright American Legion Post #53 1611 Steamburg Rd. Hillsdale, MI 49242.

CERTIFICATE HOLDER

Leighr A. Wright American Legion Post #53
 1611 Steamburg Rd.
 Hillsdale MI, 49242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: Hillsdale High School Homecoming Parade

Background:

The Hillsdale Community Schools has submitted a Right of Way Use application for their annual Homecoming Parade on October 7, 2022 beginning at 6:00 p.m. Street closures are not required as the Fire Department will lead the parade and the Police Department will provide traffic control at all required intersections.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

Received by _____
Date 09/12/22
Amount Rec' _____
Check # _____



Permit # _____

CITY OF HILLSDALE

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

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

TYPE:

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

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

Applicant's Name <u>Hillsdale Community Schools</u>		Date	Contractor's Name		Date
Mailing Address <u>305. Norwood</u>		Mailing Address			
City <u>Hillsdale</u>	State <u>MI</u>	Zip Code <u>49242</u>	City	State	Zip Code
Telephone Number <u>517-689-1395 → classroom phone for Lauren Cornett</u>		Telephone Number			

DESCRIPTION OF WORK OR USE:
HHS homecoming parade on Friday, Oct. 7, 2022.
Police & fire department escort also requested, if possible.

LOCATION: (Drawing to be provided) → see attached
start at Davis Middle School, Westwood to North St. to Howell St. to
E. Bacon to Hornet Drive (end)

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:
None

TIME PERIOD: 6-6:30 pm on Friday, Oct. 7, 2022

COMMENCING DATE: Oct. 7, 2022 TIME: 6pm ENDING DATE: Oct. 7, 2022 TIME: 6:30pm

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

Staff Use Only

Recommendation for Issuance

Approved Denied

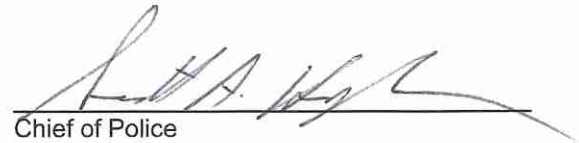
Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

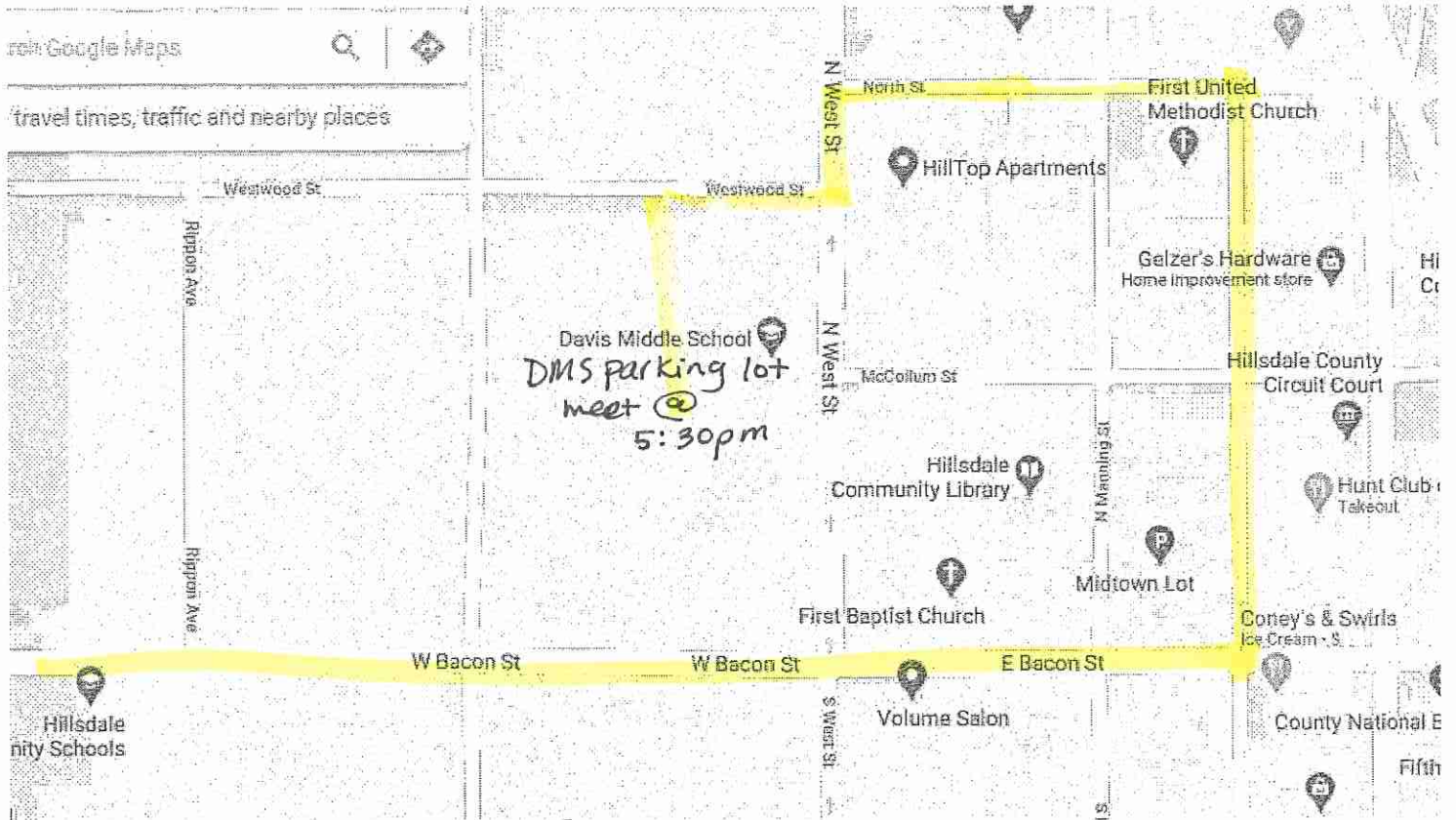
Fee Received \$ _____

City Clerk

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

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

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



City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: Street Closures for Hillsdale College Homecoming

Background:

Hillsdale College requests to close E. College Street between Union Street and Oak Street and Oak Street between E. College Street and Academy Lane to all traffic for the Homecoming Parade and events. Oak Street will be open to local traffic only between E. Fayette Street and Academy Lane. This closure is from 2:00 p.m. till 9:00 p.m. on Saturday October 8, 2022.

E. College Street from N. West Street to Oak Street will be closed to all traffic from 2:00 p.m. till 3:00 p.m. on Saturday October 8, 2022 for the Homecoming Parade.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
2022-43


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

E. College St. between N. West St. and Oak St. will be closed to all traffic from 2:00 pm to 3:00 pm on Saturday, October 8, 2022 for the Hillsdale College Homecoming Parade.

On Saturday, October 8, 2022 from 2:00 pm to 9:00 pm E. College St. from Union St. to Oak St. and Oak St. from E. College St. to Academy Lane will be closed to all traffic for Hillsdale College's Homecoming Parade and Activities.

NOTE: Traffic will limited to "local traffic only" on Oak St. from Fayette St. to Academy Lane.

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



Chief of Police

09/12/22
Date

Received for filing in the office of the City Clerk at 1:00 p.m. on the 12 day of September, 2022.

City Clerk

09/12/22
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

Received by M. Loren
 Date 09/09/22
 Amount Rec' _____
 Check # _____
 Permit # _____



CITY OF HILLSDALE

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

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

TYPE:

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

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

Hillsdale College Security 09/07/2022 Student Activities 09/07/2022

Applicant's Name 33 E. College St. (Security)			Contractor's Name 33 E. College St (Student Union)		
Date 09/07/2022			Date 09/07/2022		
Mailing Address Hillsdale, MI 49242			Mailing Address Hillsdale, MI 49242		
City 517-607-2597	State	Zip Code	City 517-607-2597	State	Zip Code
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE:

Assisted temporary closure to hold a homecoming parade starting at intersection N West St and College St to the football stadium. Hard road closure from the intersection of Union St and College St to Fayette St and Oak St

See map

LOCATION: (Drawing to be provided)

See attached map
Traffic assistance from the police at E College St and Hillsdale St

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

Stadium III Barricades and Pedestrian Barricades are to be used along with advanced warning signs

TIME PERIOD:

COMMENCING DATE: **10/08/2022** TIME: **2:00p.m.** ENDING DATE: **10/08/2022** TIME: **9:00p.m.**

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

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

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

Staff Use Only

001/1/11
35/10/10

Recommendation for Issuance

Approved Denied


Director Comments:

Director, Department of Public Services

Recommendation for Issuance

Approved Denied

Chief of Police Comments:



Chief of Police

Bond Received \$ _____

Fee Received \$ _____

City Clerk

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

Return Application to:
Department of Public Services
149 Waterworks Drive
Hillsdale, MI 49242

or
City of Hillsdale Clerk
97 N. Broad St.
Hillsdale, MI 49242

Or email to: jhammel@cityofhillsdale.org

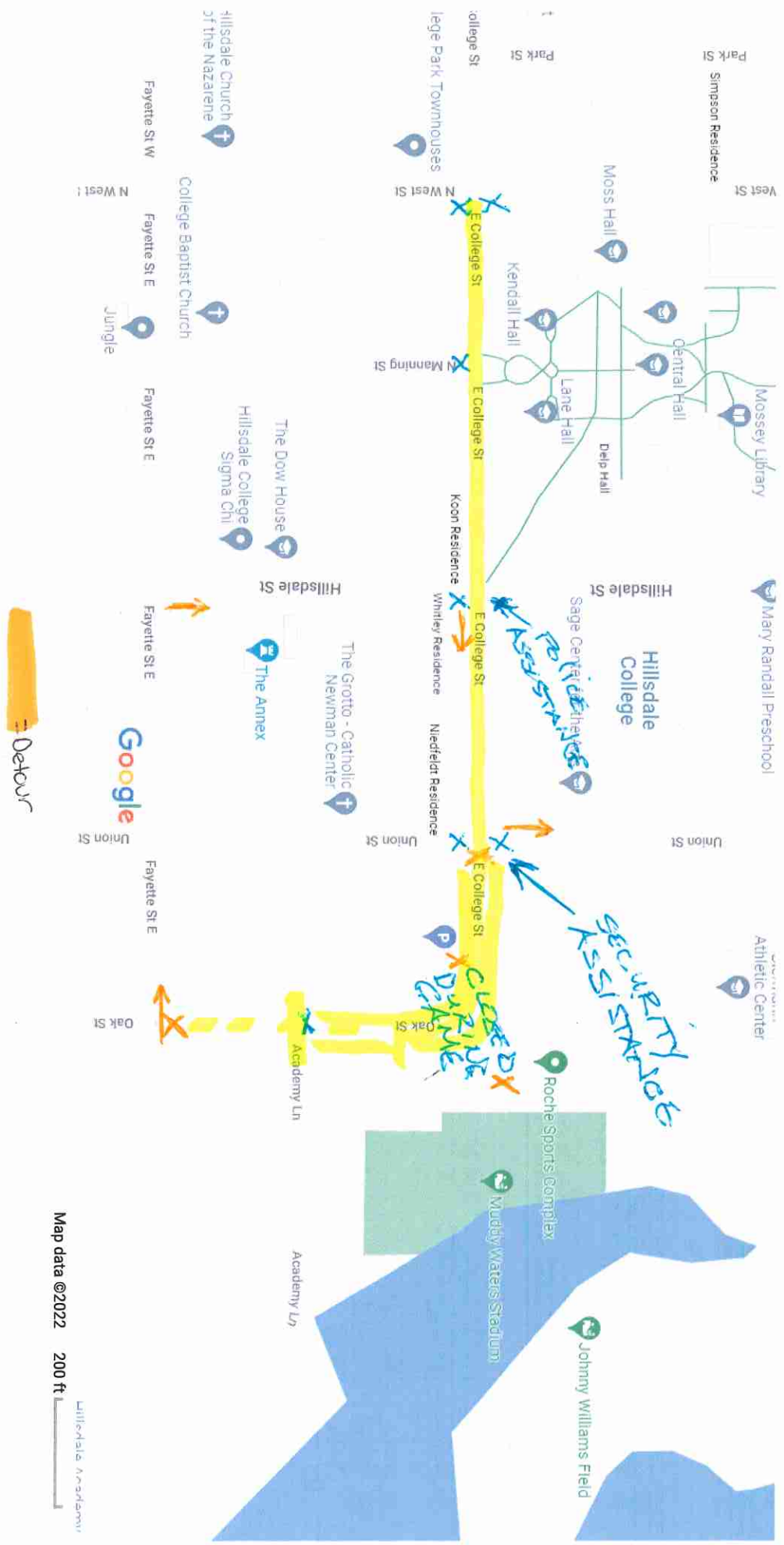
**INSPECTIONS MUST BE SCHEDULED
MINIMUM 2 HOURS PRIOR TO
COMMENCEMENT OF WORK.**



Security Assistance

Police Assistance

Orange is the path of detour.
Yellow is the path of the parade.
Black is the hard closure for the game.



2572

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: Consent Agenda
Subject: Noise Variance and Bonfire

Background:

Hillsdale College requests a noise variance and permission to have a bonfire on Friday October 7, 2022 from 8:00 p.m. till 11:00 p.m. in conjunction with homecoming weekend. This event will be held at the intramural athletic fields on the south side of Barber Drive.

Recommendation:

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief

September 13th, 2022

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

Dear Chief Hephner:

Hillsdale College requests a noise variance and permission for a bonfire to be held on Friday, October 7th, 2022 starting at 8:00 pm and ending at 11:00 pm at the intramural athletic fields (located south of Barber Dr.). We are requesting a fire engine and two to four firefighters to staff the event, at your discretion, for safety while conducting the bonfire. Please send an invoice for the event staffing at your convenience. This bonfire would be held pending approval from the Fire Department and City Council's approval of the Noise Variance.

Respectfully submitted,



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

WKW/kbl

City of Hillsdale Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: Consent

SUBJECT: Use of Vacant Lot – Alumni Homecoming Celebration

BACKGROUND: Michelle Loren, Recreation Director

Jeffrey Emery, a city resident, has requested the use of a vacant city lot at 120 N. Manning Street, adjacent to his property at 110 N. Manning Street for the purpose of a homecoming celebration on October 8, 2022. Mr. Emery will be providing a tent, tables, chairs, food and beverage and live music. A noise variance was approved by Chief Hephner and presented to Council at the September 19, 2022 council meeting for approval.

RECOMMENDATION:

I recommend Council approve the closure agreement and authorize signatures by the Mayor and Clerk executing the Use Agreement.

LOT CLOSURE AGREEMENT
120 N. Manning Street
October 08, 2022

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (Hillsdale) and Jeffrey Emery, 110 N. Manning St., Hillsdale, Michigan 49242.

Preamble

The City owns, regulates and is responsible for the use, care and maintenance of vacant lots within its corporate boundaries and otherwise under its jurisdiction. Jeffrey Emery is desirous of utilizing a vacant lot known as 120 N. Manning Street for and in connection with a college alumni homecoming celebration. Approximately 300 people are expected to attend or participate. The event is to take place on October 08, 2022 and Jeffrey Emery shall have nonexclusive access to the vacant lot commencing at 7:00 a.m. and ending at midnight on that date. Jeffrey Emery shall be solely responsible for the provision of a tent, tables, and chairs for the use of attendees and participants at his sole expense. To that end, Jeffrey Emery will be solely responsible for contracting or otherwise providing any tent, tables and chairs that they intend to use. Jeffrey Emery shall also be solely responsible for the provision of any food and drink for his guests' consumption. Jeffrey Emery shall be solely responsible for live entertainment. Jeffrey Emery shall be solely responsible for the quality and safety of each of the foregoing at his sole expense and on the terms and conditions hereinafter set forth:

Agreement

1. City agrees to allow Jeffrey Emery to use a vacant lot at 120 N. Manning Street on a nonexclusive basis on October 08, 2022 commencing at 7:00 a.m. and ending at midnight on that date solely for the purposes and on the terms and conditions stated in the Preamble and herein, all of which Jeffrey Emery acknowledges, accepts and agrees are binding on him..
2. Jeffrey Emery hereby assumes, agrees to be and shall be solely responsible for the control and supervision of the proposed event and all associated activities within 120 N. Manning Street during the term of the usage agreement.
3. Jeffrey Emery acknowledges that that there are no restroom facilities at 120 N. Manning Street and that the City does not and will not provide tents, tables, chairs or other equipment for use by Jeffrey Emery, his agents, servants, employees, guests, invitees, event attendees or participants during the time of the scheduled event. Jeffrey Emery further acknowledges that he, at his sole expense, shall provide additional portable restroom facilities as are necessary to meet the needs of those in attendance, as well as any a tents, tables, chairs and related equipment as he may require for use during the scheduled event; provided that no attachments of any facilities, tents or other equipment will be made to any paved surfaces within or adjacent to the lot.
4. Jeffrey Emery agrees that he shall, at his sole expense, remove or cause the removal all portable restroom facilities, tents, tables, chairs and other items that he places or causes to be placed on 120 N. Manning Street as soon as possible following the event but, in no case later than 12:00 p.m. on October 09, 2022. Jeffrey Emery further agrees that he, at his sole expense, is and shall be solely responsible and liable for the repair and restoration

of any damage caused by him and/or his agents, servants, employees, guests, invitees and event attendees and participants to private or public property, or any part thereof, as well as all costs associated therewith.

5. Jeffrey Emery agrees to and shall, at the conclusion of his event and at his sole expense, clean up and remove or cause the clean up and removal of all garbage, trash, litter and other items that are placed or left in the park by him, his agents, servants, employees, guests, invitees and event attendees and participants.

- A. Jeffrey Emery shall complete or cause the completion of the cleanup and restoration no later than 12:00 p.m. on October 09, 2022 and leave the property in a condition equal to or better than existed immediately prior to his event; provided, that should Jeffrey Emery fail to complete or cause the completion of all such cleanup and restoration as provided herein, the City may, if it so elects, complete the cleanup and restoration at Jeffrey Emery's expense.

- B. In the event the City completes the cleanup and restoration by reason of Jeffrey Emery's failure to do so, Jeffrey Emery agrees and acknowledges his responsibility and liability for the payment of an amount equal to the labor and equipment costs that the City incurs in completing or contracting for the cleanup and restoration of the property to a condition that is equal to that which existed immediately prior to the event, plus an administrative charge of 10%. Jeffrey Emery hereby agrees to promptly pay any deficiency.

6. Jeffrey Emery represents that the name, address and telephone number of his authorized representatives are as follows:

Jeffrey Emery

Address: 110 N. Manning Street
Hillsdale, MI 49242

Telephone Number: 517-398-1679

7. At the time of execution of this Agreement and as a condition precedent to its effectiveness, Jeffrey Emery shall provide City with proof of public liability and property damage insurance with a single limit of liability for bodily injury and property damage of not less than Five Hundred Thousand and 00/100 (\$500,000.00 each), with City designated therein as a named insured.
8. Jeffrey Emery agrees to and shall defend, indemnify and hold City harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses resulting from actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature that are or are claimed to be a proximate result of the Jeffrey Emery's negligence, gross negligence or intentional acts or omissions and/or the negligence, gross negligence or intentional acts or omissions of his agents, servants, employees, guests, invitees, event attendees or participants that occur because of, during, or that otherwise arise or are claimed to have arisen as a result of Jeffrey Emery's use of such reserved area and/or the use of any portable restroom facilities, tents, tables, chairs, other equipment, food or drink placed or provided by Jeffrey Emery or any of his agents, servants, employees, guests, invitees, event attendees

or participants, whether or not such damages or injuries, including death, are claimed or proven to have been caused in part by the alleged or actual negligence, gross negligence or intentional acts or omissions of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Jeffrey Emery shall not be obligated to indemnify the City of Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence, gross negligence or intentional acts or omissions of the City of Hillsdale, its employees, agents, servants, or representatives.

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

- 10. Jeffrey Emery acknowledges and agrees that all documents he has provided or hereafter provides to City of Hillsdale in connection with or regarding the contract, its performance and compensation are subject to disclosure under the Freedom of Information Act and Jeffrey Emery hereby expressly consents to the City’s reproduction and release of such documents, in whole or in part, in response to a Freedom of Information Act request, a court or administrative order, or as the City, in its sole discretion, elects.

- 11. The parties agree that there are no other representations, inducements, promises or agreements between him, whether oral or written.

- 12. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. City and Jeffrey Emery further agrees that in the event of legal action arising from or as a result of the Agreement, 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

JEFFREY EMERY

Adam Stockford, Mayor
September ____, 2022

Jeffrey Emery
September ____, 2022

Katy Price, Clerk
September ____, 2022

2022

120 N. Manning St.



City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: Consent

Subject: Noise Variance Request

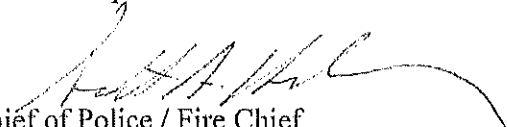
Background:

Jeff Emery requests a noise variance for a live band event at 120 N. Manning Street on Saturday October 8, 2022 from 8:30 p.m. till 11:45 p.m. Mr. Emery stated he will be contacting the neighbors regarding the event. 120 N. Manning Street is a vacant lot just north of Monroe Street.

Recommendation:

Approval is recommended as this event is in conjunction with college homecoming and there will be more events on this date.

Scott A. Hephner



Chief of Police / Fire Chief

Yvonne Strauss

From: JEFFREY EMERY <jeffrey_emery@us.aflac.com>
Sent: Tuesday, August 30, 2022 10:37 AM
To: Yvonne Strauss
Subject: Noise Variance request

I am requesting a variance for October 8th, 2022
for a gathering at 120 n manning st hillsdale. This is for a band playing from 8:30pm 11:45pm . Thank you, Jeffrey
Emery 517-398-1679

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unless you recognize the sender and know the content is safe.

City of Hillsdale Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: Consent Agenda

SUBJECT: 2022 Special Assessment Installment Report

BACKGROUND PROVIDED BY STAFF: PETER MERRITT, TREASURER

This is an annual report of the current year special assessment installments remaining unpaid as of September 1, therefore they need to be added to the 2022 winter tax roll.

These special assessments are to reimburse the City for a share of the cost of public improvements that specially benefitted the properties assessed (mainly reconstruction of sidewalks and streets).

RECOMMENDATION:

This is a notification report.

Current Year Installment Report for CITY OF HILLSDALE
Installments and Payments for 2022
Population: All Records

Sp. Assessment	Parcel #	Name	2022 Installment	2022 Payments	2022 Balance Due	Last Pmt Date
22-05 (URAN STREET) Payoff Prin: 5,000.00	30006-222-151-07 Payoff Int: 25.00	LENNOX, MICHAEL T & BRAN Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-05 (URAN STREET) Payoff Prin: 5,000.00	30006-222-151-08 Payoff Int: 25.00	LENNOX, MICHAEL T & BRAN Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-05 (URAN STREET) Payoff Prin: 5,000.00	30006-222-152-12 Payoff Int: 25.00	ESSEX SPECIALTY PRODUCTS Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-204-15 Payoff Int: 25.00	MURRAY, JAMES D & PATSY Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 3,900.00	H30006-334-204-16 Payoff Int: 19.50	MURRAY, JAMES D & PATSY Penalty: 0.00	390.00 Total Payoff: 3,919.50	0.00	390.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 4,500.00	H30006-334-204-19 Payoff Int: 22.50	HART, BERNIECE Penalty: 0.00	450.00 Total Payoff: 4,522.50	0.00	450.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-204-20 Payoff Int: 25.00	ONE STEP MINISTRIES SOUT Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-204-24 Payoff Int: 25.00	RINGMAN, JOYCE E Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-204-26 Payoff Int: 25.00	LADD, VICTORIA Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-204-27 Payoff Int: 25.00	HANDY, MARY ANNE Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-205-10 Payoff Int: 25.00	GRANT, MARGARET Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-205-12 Payoff Int: 25.00	PACHOUD, JEROME E & LYNN Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-206-02 Payoff Int: 25.00	WEBBER, DRUCILLA L Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-206-04 Payoff Int: 25.00	REYNOLDS, AMBER Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-206-16 Payoff Int: 25.00	FOUST, JEFFREY & LAURIE Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-207-04 Payoff Int: 25.00	ELLIOTT, FRANCIS B Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-207-05 Payoff Int: 25.00	KEIL, KATHRYN E Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-207-14 Payoff Int: 25.00	COX, KENNETH R SR & CHER Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-210-05 Payoff Int: 25.00	PALACIOS, TIMOTHY R SR & Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /

Current Year Installment Report for CITY OF HILLSDALE
Installments and Payments for 2022
Population: All Records

Sp. Assessment	Parcel #	Name	2022 Installment	2022 Payments	2022 Balance Due	Last Pmt Date
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-210-34 Payoff Int: 25.00	ROBISON, CHARLES & SARA Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-210-35 Payoff Int: 25.00	SHAW, BARBARA Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-226-17 Payoff Int: 25.00	LASH, TORY Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-226-18 Payoff Int: 25.00	SIGNOR, TERESA Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-228-02 Payoff Int: 25.00	WOOD, DEBORAH J ETAL Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-228-03 Payoff Int: 25.00	STAELENS, DIANE L Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-229-03 Payoff Int: 25.00	GOCHANOUR, HEIDI Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-230-11 Payoff Int: 25.00	NEUKOM, ALBERT JR/HERBEN Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 1,950.00	H30006-334-230-12 Payoff Int: 9.75	NEUKOM, ALBERT JR/HERBEN Penalty: 0.00	195.00 Total Payoff: 1,959.75	0.00	195.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-230-13 Payoff Int: 25.00	PROCTOR, JOHN M ESTATE Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-231-07 Payoff Int: 25.00	MCGOWAN, FRANK & APRIL Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-334-231-17 Payoff Int: 25.00	BADE, ROBERT Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-02 Payoff Int: 25.00	FRISTIK, DAVID R JR Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-05 Payoff Int: 25.00	ROGERS, MICHELLE L Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-06 Payoff Int: 25.00	TAPPEN, DAVID D Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-08 Payoff Int: 25.00	YINGER, ERIC R Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-11 Payoff Int: 25.00	LOREN, RAYMOND & KAY Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-13 Payoff Int: 25.00	CARPENTIER, JEREMY K Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-14 Payoff Int: 25.00	TODD, GREGORY Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /

Current Year Installment Report for CITY OF HILLSDALE
Installments and Payments for 2022
Population: All Records

Sp. Assessment	Parcel #	Name	2022 Installment	2022 Payments	2022 Balance Due	Last Pmt Date
22-06 (MORRY/LYNWOOD/S Payoff Prin: 5,000.00	H30006-435-101-16 Payoff Int: 25.00	PRESTON, DOUGLAS G II & Penalty: 0.00	500.00 Total Payoff: 5,025.00	0.00	500.00	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-123-453-09 Payoff Int: 157.96	DOW, RACHAEL ANNE Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-123-455-03 Payoff Int: 157.96	ANDALORO, LORI LYNN Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-123-455-05 Payoff Int: 157.96	WALES, JORDAN J & KATHRY Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-123-476-04 Payoff Int: 157.96	WILLOUGHBY, CHRISTIAN Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-204-05 Payoff Int: 157.96	BRUNS, JACOB A & CHRISTI Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-204-12 Payoff Int: 157.96	SEELY, JANICE S Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-205-03 Payoff Int: 157.96	STEVENS, HEATHER Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-205-05 Payoff Int: 157.96	MILLER, WARREN & DAWN Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-205-07 Payoff Int: 157.96	KINGSLEY, BRADLEY G Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-206-02 Payoff Int: 157.96	MORRISON, MATTHEW Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 2,843.24	S30006-126-206-03 Payoff Int: 142.16	PAWLOSKI, DEREKSON Penalty: 0.00	315.92 Total Payoff: 2,985.40	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-206-04 Payoff Int: 157.96	SLONE, CHARLES L JR Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 2,843.24	S30006-126-206-11 Payoff Int: 142.16	SPRATT, JOHN C & KENETTE Penalty: 0.00	315.92 Total Payoff: 2,985.40	0.00	315.92	/ /
2021-1 (HILLCREST AREA Payoff Prin: 3,159.16	S30006-126-226-02 Payoff Int: 157.96	PAWLOSKI, TAYLOR Penalty: 0.00	315.92 Total Payoff: 3,317.12	0.00	315.92	/ /
2021-2 (RIVERDALE AREA Payoff Prin: 4,500.00	S30006-126-201-02 Payoff Int: 225.00	KIRSCH, SCOTT W & SALLY Penalty: 0.00	500.00 Total Payoff: 4,725.00	0.00	500.00	/ /
2021-2 (RIVERDALE AREA Payoff Prin: 5,000.00	S30006-126-201-04 Payoff Int: 250.00	LAYCOCK, DOUGLAS KERRY Penalty: 0.00	500.00 Total Payoff: 5,250.00	0.00	500.00	/ /
2021-2 (RIVERDALE AREA Payoff Prin: 5,000.00	S30006-126-202-06 Payoff Int: 250.00	GREINER, RANDALL D ESTAT Penalty: 0.00	500.00 Total Payoff: 5,250.00	0.00	500.00	/ /
2021-4 (WILLIAMS CT STRE Payoff Prin: 3,940.26	30006-123-151-09 Payoff Int: 197.01	BARGERHUFF, HEIDI LYNN Penalty: 0.00	394.03 Total Payoff: 4,137.27	0.00	394.03	/ /

Current Year Installment Report for CITY OF HILLSDALE
Installments and Payments for 2022
Population: All Records

Sp. Assessment	Parcel #	Name	2022 Installment	2022 Payments	2022 Balance Due	Last Pmt Date
2021-4 (WILLIAMS CT STRE30006-123-151-17 Payoff Prin: 3,546.23	Payoff Int: 177.31	ANDERSON, RAY V Penalty: 0.00	394.03 Total Payoff: 3,723.54	0.00	394.03	/ /
2021-4 (WILLIAMS CT STRE30006-123-152-05 Payoff Prin: 3,940.26	Payoff Int: 197.01	AEMISEGGER, MISTY Penalty: 0.00	394.03 Total Payoff: 4,137.27	0.00	394.03	/ /
2013-1 (LYNWOOD BLVD) Payoff Prin: 90.86	30006-334-229-03 Payoff Int: 4.54	GOCHANOUR, HEIDI Penalty: 0.00	96.31 Total Payoff: 95.40	0.00	96.31	/ /
2013-3 (CHARLES ST) Payoff Prin: 330.24	30006-426-355-16 Payoff Int: 16.51	WILSON, THERESA Penalty: 0.00	350.05 Total Payoff: 346.75	0.00	350.05	/ /
2013-3 (CHARLES ST) Payoff Prin: 132.06	30006-426-355-18 Payoff Int: 6.60	GAVELIS, DEREK Penalty: 0.00	139.98 Total Payoff: 138.66	0.00	139.98	/ /
2013-3 (CHARLES ST) Payoff Prin: 132.06	30006-426-355-19 Payoff Int: 6.60	SWILLEY, ETHAN T Penalty: 0.00	139.98 Total Payoff: 138.66	0.00	139.98	/ /
2013-3 (CHARLES ST) Payoff Prin: 99.09	30006-426-355-21 Payoff Int: 4.95	BENZING, AARON Penalty: 0.00	105.04 Total Payoff: 104.04	0.00	105.04	/ /
2013-3 (CHARLES ST) Payoff Prin: 99.09	30006-426-355-23 Payoff Int: 4.95	KAST, JASON L Penalty: 0.00	105.04 Total Payoff: 104.04	0.00	105.04	/ /
2013-3 (CHARLES ST) Payoff Prin: 99.09	30006-426-355-26 Payoff Int: 4.95	SPRATT, AMY J Penalty: 0.00	105.04 Total Payoff: 104.04	0.00	105.04	/ /
2013-3 (CHARLES ST) Payoff Prin: 330.24	30006-426-356-01 Payoff Int: 16.51	GREGG, JONATHAN R & CASE Penalty: 0.00	350.05 Total Payoff: 346.75	0.00	350.05	/ /
2013-3 (CHARLES ST) Payoff Prin: 132.06	30006-426-356-05 Payoff Int: 6.60	MOORE, DAVID F Penalty: 0.00	139.98 Total Payoff: 138.66	0.00	139.98	/ /
2013-3 (CHARLES ST) Payoff Prin: 81.89	30006-426-356-06 Payoff Int: 4.09	SPRATT, AMY J Penalty: 0.00	86.80 Total Payoff: 85.98	0.00	86.80	/ /
2013-3 (CHARLES ST) Payoff Prin: 116.28	30006-426-356-07 Payoff Int: 5.81	FILPPULA, LYNNETTE LEE Penalty: 0.00	123.26 Total Payoff: 122.09	0.00	123.26	/ /
2013-3 (CHARLES ST) Payoff Prin: 108.31	30006-426-356-09 Payoff Int: 5.42	PALADINO, JOSH & BRIGETT Penalty: 0.00	114.81 Total Payoff: 113.73	0.00	114.81	/ /
2013-3 (CHARLES ST) Payoff Prin: 123.95	30006-426-356-12 Payoff Int: 6.20	RUDNICK, DAVID & RENEE Penalty: 0.00	131.39 Total Payoff: 130.15	0.00	131.39	/ /
Totals....	72 Parcels		28,127.70	0.00	28,127.70	

09/14/2022
10:36 AM

Special Assessment District Totals for CITY OF HILLSDALE

Sp. Assessment	# Years Start Year	Interest Rate	Total Assessment	Population: All Records				Tot Addtl Cur Addtl	Penlty Pd Penlty Pd	Tot Cert Pd Cur Cert Pd	Tot Prin Bal Cur Prin Bal
				Tot Prin Pd Cur Prin Pd	Tot Adm Pd Cur Adm Pd	Tot Int Pd Cur Int Pd	Tot Pen Pd Cur Pen Pd				
2013-1 (LYNWOOD BLVD Unit 006OD BLVD)	10 2013	6.00000	4,600.88	4,510.02 356.79	0.00 0.00	1,239.68 21.41	0.00 0.00	0.00 0.00	0.00 0.00	90.86 96.31	
2013-2 (N MANNING ST Unit 006NING ST)	10 2013	6.00000	5,976.86	5,976.86 597.65	0.00 0.00	1,613.75 35.86	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	
2013-3 (CHARLES ST) Unit 006ES ST	10 2013	6.00000	21,256.44	19,472.08 341.23	0.00 0.00	5,632.17 20.47	0.00 0.00	0.00 0.00	0.00 0.00	1,784.36 1,891.42	
2021-1 (HILLCREST AR Unit 006REST AREA S)	10ET 2022MP	6.00000	155,616.44	75,773.84 10,425.36	0.00 0.00	209.53 0.00	0.00 0.00	0.00 0.00	0.00 0.00	79,842.60 4,422.88	
2021-2 (RIVERDALE AR Unit 006DALE AREA S)	10ET 2022MP	6.00000	45,000.00	22,000.00 3,000.00	0.00 0.00	195.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	23,000.00 1,500.00	
2021-4 (WILLIAMS CT Unit 006AMS CT STRE)	10IM 2022OV	6.00000	74,924.68	32,922.12 5,916.42	0.00 0.00	61.01 0.00	0.00 0.00	0.00 0.00	0.00 0.00	42,002.56 1,182.09	
22-05 (URAN STREET) Unit 006STREET	10 2022	6.00000	35,700.00	11,700.00 2,070.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	24,000.00 1,500.00	
22-06 (MORRY/LYNWOOD Unit 006/LYNWOOD/S)	10LL 2022ST	6.00000	277,300.00	36,295.00 10,195.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	241,005.00 17,535.00	
23-07 (WESTWOOD AREA Unit 006OOD AREA)	10 2023	6.00000	415,750.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	415,750.00 0.00	
Totals.....			1,036,125.30	208,649.92 32,902.45	0.00 0.00	8,951.14 77.74	0.00 0.00	0.00 0.00	0.00 0.00	827,475.38 28,127.70	

City of Hillsdale BPU
Agenda Item Summary

MEETING DATE: September 19, 2022

AGENDA ITEM #: Consent Agenda

SUBJECT: WWTP Façade Work

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

Seven of the buildings at the WWTP are of brick construction and date back to the early 1980's. All are in need of a face-lift as brick and mortar are deteriorating. Staff believes that the proposal from Foulke Construction will be sufficient to extend the life of the brick facades.

This is a budgeted capital improvement item estimated at \$90,000 for this fiscal year.

RECOMMENDATION:

The BPU Board supports award by the Council of this project to Foulke Construction, Hillsdale, MI in the amount of \$62,770.00.

QUOTES:

<i>Vendor</i>	<i>Price</i>
Foulke Construction	\$62,770.00
Brad's Masonry	\$141,500.00
Bornor Restoration, Inc.	\$715,000.00



FOULKE CONSTRUCTION COMPANY

149 LEWIS STREET
P.O. BOX 198
HILLSDALE, MI 49242

PHONE: 517.437.3540
FAX: 517.437.4344

June 29, 2022

Hillsdale BPU
45 Monroe St.
Hillsdale, MI 49242

Attn: Jeff Gier

Re: WWTP masonry repair

Jeff,
Foulke Construction is pleased to offer this proposal for masonry repair at the waste water facility. This proposal covers various buildings at the facility. We have attached an aerial photo with the buildings numbered corresponding to this letter.

We have priced each as (**stand-alone**) projects as requested at our site meeting.

All pricing **includes** brick replacement as necessary (we will match existing brick as closely as possible), tuck pointing as necessary.

Extra details are out lined below.

Bld. 1- Rebuild 2 corners on west side, extra attention needed at window lintels and steps	\$ 10,800.00
Bld. 1.5-	\$ 2,200.00
Bld. 2- Repair damaged concrete landing, reattach guard rail	\$ 12,500.00
Bld. 3- Repair corners	\$ 2,850.00
Bld. 4- Repair rowlock and corners	\$ 6,570.00
Bld. 5-	\$ 11,000.00
Bld. 6- NW and NE corner rebuild $\frac{1}{2}$ to $\frac{3}{4}$ of each corner	\$ 20,150.00

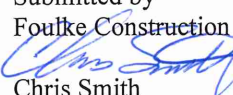
Total for all projects is \$66,070.00; if all projects are taken together deduct 3,300.00 for a total of \$62,770.00

This proposal includes all required labor, materials, and equipment for a completed job
This proposal assumes that work can be done during normal daytime working hours, with no weekend work included. We also require adequate access to all work areas (owner to relocate stored materials that can be moved)

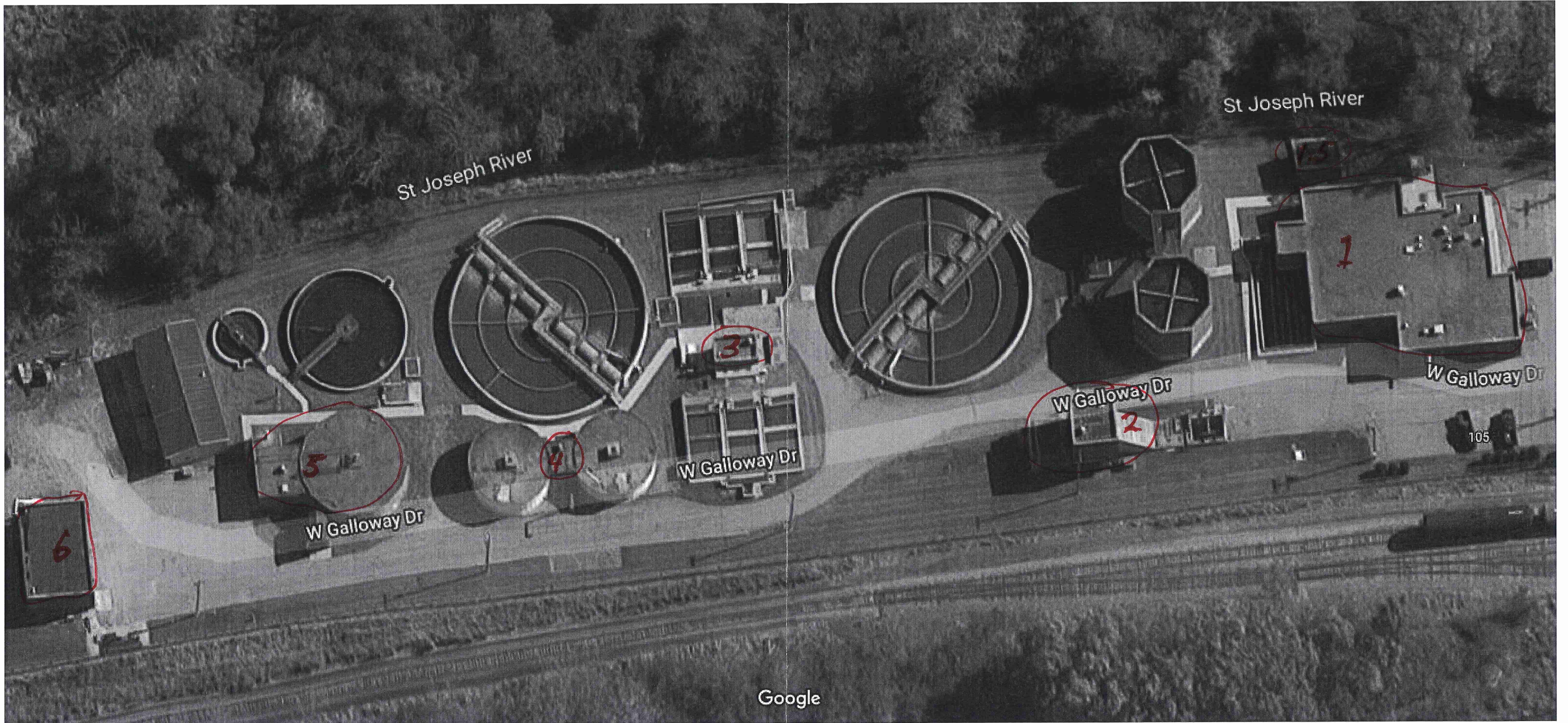
This proposal does **not** include
Winter heat charges
Relocation or protection from any energized electrical source, this will need to be performed by owner

This proposal will be honored for 90 days

If you have any question or need more information please call or e-mail

Submitted by
Foulke Construction

Chris Smith

Google Maps



Imagery ©2021 Google, Map data ©2021 50 ft

Brad's Masonry
Specializing in Custom Brick
Stone Work
Repairs & Inspections
Free Estimates

Date: 8/29/22

Bradley Hamlin
PH. 517-474-0233

Licensed & Insured Since 1996



Pg 2 of 2

Job: Water Treatment Plant.

For:

Garge Building: Replace Brick Above Steel
42 LN' 350 Brick. CoT 100 Brick out
& Replace. Tear down Back Wall Approximately
6500 Brick & Relay

Labon + Material

\$55000.-

Inbetween Tanks: Tear off 1100 Brick
& Replace

Labon + Material

\$8000.-

LIFT Rental - \$7500.-

Dumpster - \$3500.-

Total. \$141,500.-

eWickham @ Hillsdale BPU. Com

Brad's Masonry
 Specializing in Custom Brick
 Stone Work
 Repairs & Inspections
 Free Estimates

Date: 8/29/22

Bradley Hamlin
 PH. 517-474-0233

Licensed & Insured Since 1996



Pg 1 of 2.

Job: Water Treatment Plant.

For: Hillsdale B.P.U

Proposal For Brick Replacement :

Main Building: Cut out + Replace 800 Brick

Lay 500 Brick on Remp. Flash 26' of Steel

Labor + Material

\$24,000.

Inlet Building: Replace 300 Brick. Tear off

+ Relay 2000 Brick on Top. Not Responsible

For Roof

Labor + Material

\$25,500.

Primary Building: Replace 30 Brick +

Tuckpoint.

Labor + Material

\$1000.

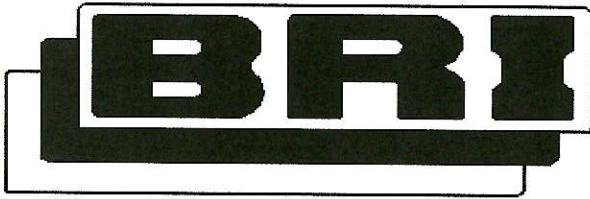
Digester Building: Tear down + Relay 700

Brick Under Stairs. Cut out + Replace

350

Labor + Material

\$17,000.



BORNOR RESTORATION INC.

"Building & Structures Restoration Service"

- Repair & Preservation of Concrete Structures-Parking, Stadium, Building & Bridge
- Repair & Preservation of Masonry Buildings & Structures
- Repair, Replacement and New Roofing
- Analysis, Recommendations & Estimates

"Commercial - Industrial - Historical Buildings"

"Equal Opportunity Employer"

BUDGET

SUBMITTED TO:

Mr. Tom Garrett
O' Harrow Construction Co.
4575 Ann Arbor Rd.
Jackson, MI 49202

DAY: August 24, 2022

PAGE: 1 of 2

PH: 517-740-0048

EMAIL: tgarrett@oharrow.net

PROJECT: Hillsdale WWTP – Masonry Repair Budgets

LOCATION: 101 W. Galloway Dr, Hillsdale, MI

WE PROPOSE TO: Supply all labor, material, equipment and insurance to perform the following work.

Tertiary Building: BUDGET - \$5,000.00

1. Remove and replace the sealants in the coping stone head joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
2. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
3. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

Administration Building: BUDGET - \$160,000.00

1. Remove and replace the damaged brick around the entire perimeter of the building. We will match the existing brick as closely as possible.
2. Remove and replace the damaged brick mortar joints as necessary using Type N mortar mix. We will match the color of the existing mortar as closely as possible.
3. Remove and replace the stone belt mortar joints using Type N mortar mix. We will match the color of the existing mortar as closely as possible.
4. Remove and replace the sealants in the coping stone head joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
5. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
6. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

Inlet Building: BUDGET - \$280,000.00

1. Set scaffold around the four elevations to access the top 6' of wall for complete brick replacement and the remaining repairs on all four elevations.
2. Remove and replace the top 28 courses of brick on all four elevations. We will match the existing brick as closely as possible. We have included new galvanized wall ties, brick, and mortar.
3. Install temporary weather protection after the top 28 courses have been removed.
4. Remove and replace individual damaged brick throughout the remainder of the brick masonry. We will match the existing brick as closely as possible.
5. Remove and replace the sealants in the coping stone head joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
6. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
7. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

8. Repair the concrete on the corner of the east landing using MasterEmaco 466 CI by BASF
9. O' Harrow to install the plywood protection over the inlet troughs on the south elevation and the outlet tanks on the north elevation

Primary Storage Building: BUDGET - \$10,000.00

1. Remove and replace the damaged brick around the entire perimeter of the building. We will match the existing brick as closely as possible.
2. Remove and replace the damaged brick mortar joints as necessary using Type N mortar mix. We will match the color of the existing mortar as closely as possible.
3. Remove and replace the sealants in the coping stone head joints, masonry control joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
4. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
5. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

Old Primary Storage Building: BUDGET - \$30,000.00

1. Remove and replace 100% of the brick veneer on the west and east elevations. We will match the existing brick as closely as possible. We have included new galvanized wall ties, brick, and mortar.
2. Remove and replace the sealants in the masonry control joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
3. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
4. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

Digester Building: BUDGET - \$110,000.00

1. Remove and replace the damaged brick around the entire perimeter of the building. We will match the existing brick as closely as possible.
2. Remove and replace the damaged brick mortar joints as necessary using Type N mortar mix. We will match the color of the existing mortar as closely as possible.
3. Repair the damaged concrete landing on the north elevation using MasterEmaco 466 CI by BASF
4. Remove and replace the brick above the steel lintels as necessary to expose the steel lintels.
5. Clean, prime, and paint the steel lintels using high performance paint by Tnemec or Sherwin-Williams
6. Install new stainless steel drip flashing and membrane flashing countered over the stainless steel
7. Remove and replace 3 concrete stair metal nosings using similar materials
8. Remove and replace the sealants in the masonry control joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
9. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
10. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

Maintenance Garage: BUDGET \$120,000.00

1. Remove and replace 100% of the brick on the north elevation. We will match the existing brick as closely as possible. We have included new galvanized wall ties, brick, and mortar.
2. Remove and replace the brick above the steel lintels on the south elevation to expose the steel lintels.
3. Clean, prime, and paint the steel lintels using high performance paint by Tnemec or Sherwin-Williams
4. Install new stainless steel drip flashing and membrane flashing countered over the stainless steel
5. Remove and replace individual damaged brick throughout the remainder of the brick masonry. We will match the existing brick as closely as possible.
6. Remove and replace the damaged brick mortar joints as necessary using Type N mortar mix. We will match the color of the existing mortar as closely as possible.
7. Remove and replace the sealants in the coping stone head joints, door frames, and louver frames using Dow silicone. The owner will select the color of the sealant.
8. Wash the brick veneer using pressurized water and mild detergents to remove the surface dirt.
9. Apply a flood coat of penetrating sealer to the brick masonry after cleaning using MasterProtect 440 VT by BASF.

**THIS BUDGET IS VALID FOR 60 DAYS.
TERMS AND CONDITIONS ATTACHED ARE AN INTEGRAL PART OF THIS BUDGET.**

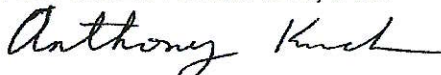
Accepted this _____ day of _____

Submitted this 24th day of August, 2022

Purchaser _____

BORNOR RESTORATION, INC.

By _____
Signature / Title

By 
Anthony Kuch, Estimator

BORNOR RESTORATION, INC.
BUDGET CONDITIONS

THIS PROPOSAL is accepted by the Purchaser signing it, or upon the Purchaser issuing a Purchase Order, or by any other written acceptance, and upon written approval, by a duly authorized agent of the Seller, shall constitute a contract, it being understood that it covers all agreements between the Purchaser and Seller and that no agent, representative, or officer of either has made any agreement to any condition except as set forth herein. No modification of this proposal or contract shall be binding unless said modification shall be in writing and signed by both parties hereto. Unless otherwise stated in this proposal, the following terms and conditions shall govern this contract.

- 1) In case of the provisions of the proposal differ from the provisions of the specifications, this proposal shall govern. In case of dispute relative to matters not specifically provided for in plans, specifications, or contract, the latest standard code of practice is specified by the manufacturer will govern.
- 2) Seller will not be responsible for any loss, damage or delay caused by strikes, fires, accidents, floods, delayed deliveries by carriers, or by other cause beyond its reasonable control. Any work stopped by the Purchaser for a period of thirty (30) days or more shall be grounds for an increase in quoted prices and/or contract amount to reimburse Seller for any losses suffered during the execution. The time for completion shall be extended to cover all time lost by delay or suspension under this Paragraph.
- 3) If Seller is requested by Purchaser to perform extra or changed work that was not part of Seller's original scope of work, Purchaser will provide reasonable compensation to Seller for said work. Purchaser shall not give orders to Seller for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the Purchaser's representative was not authorized to order the change. Purchaser and Seller recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Seller does not proceed with changed work without authorization and Seller receives fair compensation for authorized change work.
- 4) The Purchaser shall furnish a clear site and sufficient storage room to accommodate the storage of all materials, equipment, and supplies. The Purchaser shall also remove all obstructions, such as overhead wires, conduits, etc., and shall not allow the operation of any other trade to interfere with Seller's operations.
- 5) Unless otherwise specified, field work will be performed on the basis of a 40-hour non-overtime work week, Monday through Friday inclusive.
- 6) Seller shall not be responsible for damage to the work resulting from carelessness or mistreatment on the part of anyone not in its employ, nor from damage to the work caused from movement in the building or structure, or other causes that seller could not have reasonably foreseen.
- 7) Seller guarantees its work against defects arising from defective materials and workmanship for a period of one (1) year from date of substantial completion, unless otherwise noted in this proposal.
- 8) Seller agrees to indemnify and hold harmless the Purchaser from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by the Seller or someone for whose acts the Seller is responsible. Seller is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnitees or others for whose conduct the Seller is not responsible. Similarly, Purchaser shall indemnify and hold harmless Purchaser from all claims, damages, losses and expenses arising from claims for bodily injury, including death or other damages, to the extent due to the negligence of Purchaser or the fault of its agents, representatives or employees.
- 9) This proposal and contract is based upon the work to be performed by Seller not involving contact with asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the reroofing work Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. In the event such materials are encountered, Purchaser will make arrangements with others for the handling and/or removal of such materials and/or Seller shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing or toxic materials at the work site.
- 10) Purchaser shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If Seller's work is damaged by other trades, Purchaser agrees to back charge the trades causing the damage and reimburse Seller for repair of damages. Purchaser will purchase or arrange with Owner to maintain Builder's Risk insurance.
- 11) Seller and Owner are committed to acting promptly so that roof or wall leaks are not a source of potential interior mold growth. Seller and/or Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Seller if Owner believes there are leaks, to correct the condition. Upon receiving notice, Seller will make repairs promptly so that water entry through the roofing installed by or masonry work performed by Seller is not a source of moisture. Seller is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

NOTE:

- These terms and conditions are an integral part of this proposal.
- This proposal is subject to your acceptance within 60 days.
- TERMS: Net 30 days from date of our invoice.
- Due to the high cost of carrying delinquent accounts, a 1½% carrying charge will be added to all past due accounts.

City of Hillsdale BPU
Agenda Item Summary

MEETING DATE: September 19, 2022

AGENDA ITEM #: Consent Agenda

SUBJECT: WWTP Vactor Dump Station

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

We utilize a cement block walled dump station for our emptying the vactor. The block walls are close to falling over. This price is to tear out block walls and floor, pour new four-foot high walls, new 6" tapered floor, and add a blast wall inside the dump station to absorb the initial force of water from dumping. We had three local concrete companies out to bid the job and only received two quotes. Dry-Mar has good standing with the City and BPU. This is a budgeted capital improvement project forecasted at \$30,000.

RECOMMENDATION:

The BPU Board supports award by the Council of this project to Dry-Mar, Inc. Hillsdale, MI in the amount of \$27,995.

QUOTES:

<i>Vendor</i>	<i>Price</i>
Dry-Mar Inc.	\$27,995.00
Jake's Concrete and Construction	\$37,000.00

INVOICE



DRY MAR

TRUCKING + DIRT WORK

105 Union Street • Hillsdale, Michigan 49242
517-610-3248

Date Aug. 4, 2022
 Name B. P. U.
 Address 45 Monroe St.
 City, State, Zip Hillsdale, MI 49242
 Phone _____

Type of Service: Equipment Delivery Limestone Millings Gravel
 Top Soil Sand Trucking Lead Train Labor Hours

TON / YRDS.	PRODUCT DESCRIPTION	PRICE PER TON / YRD	TOTAL PRICE
2@24'	24' L x 15' W poured		\$ 20,000.00
1@15'	wall dump station		
3@5'-4' wall height	excavate existing footer frost free footers installed		
	6" Floor w/wire		\$ 7,995.00
	3' knee wall barrier		
	Quote Estimate		

Invoices Due Upon Receipt

MATERIALS

TAX

LABOR

DEPOSIT

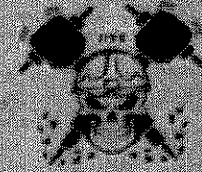
TOTAL

10% will be added to the invoice if not paid within 10 days.

 \$ 0 00
 \$ 27,995 00

Quote 517

5521 Abbott Rd
Reading, MI 49274
(517) 398-2858



Client:

BPU of Hillsdale

Quote Date:

08/04/2022

Project:

45 Monroe St.
Hillsdale, MI

2 concrete walls at 24' x 8' x 8"	37,000.00
1 concrete wall at 15' x 8' x 8"	
#4 rebar for reinforcement	
24" x 8" footer	
24' x 15' x 6" floor with wire mesh reinforcement	
-6 bag limestone mix	
-broom finish	
-saw cut and sealed	

Total \$37,000.00

City of Hillsdale BPU
Agenda Item Summary

MEETING DATE: September 19, 2022

AGENDA ITEM #: Consent Agenda

SUBJECT: WWTP Garage Roof Replacement

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

The garage roof at the WWTP is in need of replacement. It leaks and has been there for about 25 years. This project was in last year’s capital improvement budget and forecasted at \$15,000.

RECOMMENDATION:

The BPU Board supports award by the Council of this project to Braman Roofing, Hillsdale, MI in the amount of \$21,266.00.

QUOTES:

<i>Vendor</i>	<i>Price</i>
Braman Roofing	\$21,266.00
Quality Roofing	\$29,500.00
CS Roofing	\$29,892.57

HILLSDALE
PHONE: 517-437-3874
FAX: 517-437-7006
lori@bramanroofing.com



ALBION
PHONE: 517-629-9221
COLDWATER
PHONE: 517-278-2664

Proposal / Contract

Customer's Name/Address Date: July 6, 2022 Hillsdale B.P.U. Attn: Craig Wickham Hillsdale, Michigan 49242	Project: Hillsdale W.W.T.P. 101 Galloway St. Hillsdale, Michigan 49242
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Square Building in Back

We propose to supply all labor, materials, and permit necessary to reroof the area approximately 46' x 36' as follows:

- Remove EPDM membrane, insulation and asphalt roofing and properly dispose of all roofing debris
- Install two layers of 1.5" R-8.5 ISO insulation board for a total R-value of 17
- Install a 60 Mil fully adhered EPDM roof and flashing system
- Install new metal roof edge trim

*Cost: Twenty-one thousand two hundred sixty-six dollars (\$21,266.00)***

Notes:

1. If necessary, any additional steel decking replacement will be done at..... \$11.00 per sq. ft.**
2. Customer acknowledges that tear-off of existing roofing materials and reroofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Roofing contractor shall not be responsible for disturbance, damage, and cleanup, loss of use or loss to interior property that Customer did not remove or protect prior to commencement and during the course of roofing tear-off and reroofing operations. Customer shall notify tenants and building occupants of reroofing and the need to provide protection underneath areas being reroofed. Customer agrees to hold roofing contractor harmless from claims of tenants and occupants who were not so notified and did not provide protection.

Prices quoted are valid for thirty (30) days.

Payment Terms: Payment due when work is completed

Respectfully Submitted:

David Firrone, President

ACCEPTANCE OF PROPOSAL

Signature

Date

517-403-8754

Quality Roofing

1351 E. Monroe Rd.
Tecumseh, MI 49286

PROPOSAL

PROPOSAL NO.

SHEET NO.

DATE

August 8, 2022

PROPOSAL SUBMITTED TO:

NAME	City of Hillsdale
ADDRESS	101 W. Ballouway Dr.
CITY, STATE	Hillsdale, MI 49742
PHONE NO.	517-437-3648 Greg Wickman

WORK TO BE PERFORMED AT:

ADDRESS	
CITY, STATE	
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

complete tear off down to the metal decking
 Repair or replace decking as needed. No more than six sheets
 Install deck board
 Install high density fiberboard
 Install rubber EPDM
 Detail flash around pipes

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

with payments to be made as follows

- ① 50% payment due upon delivery
- ② balance due upon completion

Dollars (\$ 29,500.00 plus permit)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Sean R. McNeill

Per

J.B.

Note - This proposal may be withdrawn by us if not accepted within _____ days

materials shortage

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

BID (SERVICE AND MATERIALS)

Date: 06/29/2022

Job Number: 587921

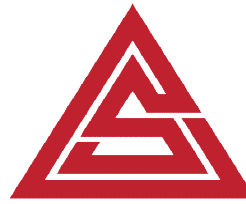
Name: Hillsdale BPU

Address: 101 W Galloway Dr. Hillsdale, MI 49242

Phone number: 517-610-2370

E-mail: cwickham@hillsdalebpu.com

We are pleased to submit the following bid



CS ROOFING ®

Customer Satisfaction Since 1992

Visit Us At Fixroof.com

Call (855) Fix-Roof

Email: CS@Fixroof.com

Job Description: Tear off and Reroof Maintenance Garage

	Tear off failed roofing system and replace rotted deck on eve edge
	Install 2 layers 2.6" Polyiso insulation
	Install new fully adhered EPDM membrane
	Install termination strip to all walls and curbs
	Flash all Pipes according to industry standards
	Install New Steel Gutter to Eve Edge on building and Flash in
	Reuse metal Copings
	crew to bring all neccessary safety equipment
	Clean up and dispose of all material and trash
Addendum	If additional decking is required add \$53.00 installed.

Quantity	Description	
18	Epdm 60mil	8 Water Block
94	2.6" Polyiso	1 Cement Screws
1	6" Cover Strip	1 Pipe Boot
2	6" Flashing Tape	35 ft Commercial Steel Gutter
5	5gal Bonding Adhesive	2 Seam Tape
2	1gal Primer	1 Reinforced Term Strip
1	Seam Plate	6 21ft B Style Steel Deck
1	Insulation Plate	1 Deck Screws
10	Lap Sealant	12 Term Bar
Project Total=\$29,892.57		
Gaurantee CS Roofing gaurantees our workmanship for the life of your roofing material. License#2102175944		

Acceptance of proposal: the above prices, specifications & conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Acceptance is subject to the terms and conditions stated above and on the attached pages to the contract. The customer may cancel this transaction **at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the contractor is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.**

Please read back for important information

Customer signature: _____

Date: _____

Authorized signature: _____

Date: _____

City of Hillsdale BPU

Agenda Item Summary

MEETING DATE: September 19, 2022

AGENDA ITEM #: Consent Agenda

SUBJECT: WWTP Inlet Works MCC Replacement

BACKGROUND PROVIDED BY STAFF: Jeff Gier, Director of Water and Wastewater

Project Background:

The Motor Control Center located in the inlet works building is over 30 years old and in need of replacement. This follows up the replacement of the MCC in the main building last year. \$30,000 was budgeted in capital improvements for this project.

RECOMMENDATION:

The BPU Board supports award by the Council of this project to Clark Electric, Inc, Hillsdale, MI in the amount of \$20,700.00.

QUOTES:

<i>Vendor</i>	<i>Price</i>
Clark Electric, Inc	\$20,700.00
Crouch Electric	\$23,015.00
Wade Electro, Inc	\$29,975.00



Clark Electric, Inc.

187 Uran Street
Hillsdale, MI 49242

Phone 517-439-2449
Fax 517-439-2450

8/10/22

Hillsdale BPU
101 West Galloway Drive
Hillsdale MI 49242

RE: Raw Inlet Building Switchgear Replacement.

Dear; Jeff

We propose to supply material and labor to complete the following electrical work in Raw Inlet Building.

- Supply and install a new 400amp Main Panelboard in place of the existing 400amp Main Switchboard in the Raw Inlet building.
- Supply and install a new 100amp 120/208v Sub Panel in place of the existing Sub Panel.
- Supply and install a new 15kva 480v to 120/208v Transformer in place of the existing Transformer feeding the Sub Panel.
- Reconnect all existing circuits to the new equipment.
- Connect all essential circuits to the existing Generator while the new equipment is being installed.
- Pull the electrical permit and schedule inspections.

The total cost for this project would be \$20,700.00.
(Twenty Thousand Seven Hundred Dollars)

The estimated days to ship the equipment, excluding transit would be 107 working days after customer release to manufacture.

If you have any questions please call.

Respectfully Submitted,

Dewey Rogers

Dewey Rogers
Clark Electric Inc.

Crouch Electric



691 E County Line Road
Tekonsha MI 49092

517-398-2278
crouchelectric@yahoo.com

August 31, 2022

Hillsdale BPU
101 W. Galloway Dr.
Hillsdale, Mi. 49242

WWTP:

Quoted as per request to provide labor and materials to remove and replace existing fused MDP service gear and replace with breaker type MDP service gear, also remove and replace existing 60a sub panel and transformer with new updated sub panel, breakers, and transformer in out building as per conversation with customer and job site visit.

\$23,015.00

Note: Current estimated delivery is 52 weeks for MDP and panel.

Price is firm for 30 days

If you have any further questions, please feel free to contact me at 517-398-2278.

Thank you for the opportunity to quote this project.

Sincerely,

Approved By:

Chuck Crouch
Crouch Electric LLC

Purchase Order #

WADE ELECTRO INC
 108 WEST ST. JOE
 PO BOX 297
 LITCHFIELD, MI 49252-0297
 517-320-7897



Estimate

DATE	ESTIMATE #
8/30/2022	BPU WTP SVC

HILLSDALE BOARD OF PUBLIC UTILITIES
 WATER TREATMENT PLANT

PROJECT

QTY	DESCRIPTION
1	<p>WATER TREATMENT PLAN ELECTRICAL SERVICE UPGRADE</p> <p>WE PROPOSE TO SUPPLY LABOR AND MATERIALS FOR ELECTRICAL SERVICE REPLACEMENT AND PUMP RELOCATION AS FOLLOWS:</p> <ul style="list-style-type: none"> - MAIN DISTRIBUTION PANEL (MDP) REMOVE EXISTING AND REPLACE WITH NEW SQUARE D 400 AMP 480/277 VOLT SERVICE GEAR - SUB PANEL REMOVE EXISTING AND REPLACE WITH NEW SQUARE D SUB PANEL 60 AMP MAIN BREAKER 120/208 VOLT PANEL - SUB PANEL TRANSFORMER REMOVE AND REPLACE EXISTING - PUMPS RELOCATE EXISTING VFD AND DISCONNECTS TO NEW MDP LOCATION - ELECTRICAL PERMIT, INSPECTIONS, UTILITY COORDINATION <p>THANK YOU FOR INVITING WADE ELECTRO TO BID THIS PROJECT FOR YOU, WITH QUESTIONS OR TO SCHEDULE PLEASE CONTACT: STEVE WADE (517) 320-7897 STEVE@WADEELECTRO.COM SALES TAX EX. INSTITUTIONAL/GOV'T</p>

	TOTAL	\$29,975.00
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City of Hillsdale Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: Consent Agenda

SUBJECT: AMP Efficiency Smart Program

BACKGROUND PROVIDED BY STAFF: David Mackie, City Manager

BPU's contract with MCA and CLEAResult to administer an energy waste reduction program expired at the end of December 2021. Due to PA 342 sunseting, municipal electric providers are no longer mandated to have an energy efficiency program and BPU has been operating without one since the contract expired. However, last year several meetings were held with the BPU's Electric Committee to discuss bringing back an energy efficiency program around July 2022. Staff evaluated several different program offerings, and even explored what it would require to launch an internal program. Through discussions with staff and the Electric Committee it was determined that AMP's Efficiency Smart program is the best option for our utility. Funding for the program are part of the 2022/23 budget.

BPU Board recommends approval of the AMP Efficiency Smart program.

RECOMMENDATION:

Authorize the City Manager to execute the contract with AMP for its Efficiency Smart program.

**THE CITY OF HILLSDALE, MICHIGAN
EFFICIENCY SMART SCHEDULE TO
MASTER SERVICES AGREEMENT**

WHEREAS, American Municipal Power, Inc. (“AMP”) and the above-named member of AMP (“Municipality”) have entered into a Master Services Agreement, designated as AMP Contract No. C-12-2005-4628, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the “Schedules”); and

WHEREAS, AMP and the Vermont Energy Investment Corporation (“VEIC”) entered into an agreement effective January 1, 2017, as amended (collectively, the “ES Agreement”), for VEIC to provide a suite of energy efficiency services (the “Program Services”) designed to lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality’s customers’ bills, to be offered to AMP members (“Subscribing Member Utilities” or “SMUs”); and

WHEREAS, AMP has provided the Municipality with a copy of the ES Agreement; and

WHEREAS, AMP has offered to enter into this ES Schedule to provide that AMP will agree to obtain and sell to Municipality the energy efficiency services selected by Municipality on Appendix A and described in Appendix B hereto (the “ES Services”) and Municipality will agree to be an SMU;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Municipality and AMP as follows:

SECTION 1. DEFINITIONS AND EXPLANATIONS OF TERMS

Terms used but not defined herein shall have the meanings ascribed to them in Exhibit 1 to this Schedule or, if not defined herein or in Exhibit 1 to this Schedule, then in Appendix A of the Master Services Agreement.

SECTION 2. REPRESENTATIONS

Municipality represents to AMP that, as of the date this Schedule was executed by the Municipality:

- (i) Municipality has full legal right and authority to enter into this ES Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers; and
- (ii) This ES Schedule has been duly executed and delivered by the appropriate officer or officers of Municipality pursuant to legislative action authorizing or directing the same.

SECTION 3. TERM

A. This ES Schedule shall become effective as of September 1, 2022 (“Effective Date”). After the Effective Date, Municipality’s entitlement to ES Resources shall be governed by this ES Schedule.

B. This ES Schedule shall remain in effect until three (3) years following the Effective Date (the “Initial Term”); *provided, however*, that Municipality shall remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

SECTION 4. PROVISION OF ES SERVICES

A. AMP agrees for the term of this ES Schedule to provide to Municipality the ES Services and Municipality agrees to take and pay for those ES Services for the term of this ES Schedule. AMP’s obligations to provide ES Services hereunder are contingent upon, and subject to, the delivery to AMP of ES Services by VEIC in accordance with the ES Agreement or AMP’s ability to secure replacement energy efficiency services in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC, and AMP shall not be liable to Municipality for any failure by AMP to deliver to Municipality its ES Services on account of *Force Majeure* or if an Uncontrollable Force shall have prevented AMP from making such delivery.

B. Municipality specifically agrees that, although the provision of Program Services pursuant to the ES Agreement are intended to be the exclusive source of ES Services, AMP shall, in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC or another contractor, and whether or not such failure or default leads to termination of the ES Agreement, use its best efforts to substitute for actual delivery replacement energy efficiency services.

C. If, and only if, Municipality's selection of ES Services on Appendix A includes a Performance Based Service, the terms of Appendix D, Minimum Performance Guarantees, shall apply.

D. Municipality and AMP acknowledge that the provision of certain Program Services may require the execution of additional agreements between AMP and Municipality, as indicated on Appendix A.

SECTION 5. DELIVERY OF SERVICES

A. Municipality agrees to take and AMP agrees to use its best efforts to deliver to Municipality ES Services in accordance with the terms and conditions of the ES Agreement for the entire term of the Agreement Period, and in accordance with the provisions of this ES Schedule. Municipality's ES Services in each Year during which this ES Schedule is in effect are set forth in Appendix A, which may be modified from time to time by written agreement of AMP and Municipality.

SECTION 6. RATES AND CHARGES

A. AMP shall establish and maintain rates or charges, or any combination thereof, for ES Services made available to Municipality under this ES Schedule. Such rates or charges, or any combination thereof, shall be set forth in the Charge Appendix, Appendix C hereto, and shall provide revenues which, taken together with the revenues received by AMP under the Related ES Schedules and any other ES related revenues under other agreements, grants, settlements or the like ("ES Related Revenues"), are sufficient, but only sufficient, to meet the Revenue Requirements.

B. Municipality's charges in respect of any Month during which AMP has made available to Municipality any ES Services under this ES Schedule (whether or not Municipality

actually accepts delivery thereof) shall be paid by Municipality through rates or charges, or the combination thereof, as set forth in the Charge Appendix and shall, unless Municipality otherwise notifies AMP in writing, be invoiced on Municipality's regular monthly power supply invoice from AMP. Billings pursuant to this ES Schedule shall begin in the second month after the Effective Date.

D. AMP may seek to bid or sell the MW savings from the ES program into any available capacity market during the term of this ES Schedule. Municipality acknowledges that in order for Municipality's MW savings to be included in such bid(s), its customers will be required to assign rights to the MW savings to AMP. In the event that AMP receives proceeds in excess of its administrative expenses incurred in connection with any such bid, such proceeds shall be returned to the Members pursuant to a plan of disbursement approved by the AMP Board of Trustees.

SECTION 7. ADDITIONAL COVENANTS OF MUNICIPALITY

A. Municipality covenants and agrees that it shall take no action the effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations under this ES Schedule or Master Services Agreement; *provided, however*, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against AMP.

B. As noted above, Municipality has been provided with copies of the ES Agreement between AMP and VEIC. Municipality covenants and agrees that Municipality shall use reasonable efforts to comply with all terms and conditions set forth in the ES Agreement, insofar as those terms and conditions apply to Municipality as an SMU. In furtherance of the foregoing, Municipality agrees to:

- (i) Provide electronic data for customer account and usage data on a regular basis to VEIC, including a regular quarterly transfer and occasional individual customer usage updates;
- (ii) Participate in ES public relations (PR) efforts (to extent possible);
- (iii) Facilitate the communication of ES materials within the community;
- (iv) Refer customer inquiries for ES Services to VEIC;

- (v) Receive referrals from VEIC regarding customer issues that are not ES-related; and,
- (vi) If Municipality has subscribed to a Performance Based Service, participate in AMP's Evaluation, Measurement & Verification efforts as needed.

C. Municipality covenants and agrees to use all reasonable efforts to take all lawful actions necessary or convenient to fulfill all of its obligations under this ES Schedule.

D. AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of any ES Services, is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for ES Services hereunder, or \$50,000, whichever is greater.

This Section 7.D shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either. This Section 7.D does not limit or modify in any way Section 18 of the ES Agreement, which requires, among other things, VEIC to indemnify Municipality and its officers, trustees, agents and employees against all claims or suits arising in whole or in part from any act or omission of VEIC or any agent or subcontractor of VEIC in performing work under the ES Agreement, all as set forth more fully therein, except to the extent such claims, suits, or damages arise out of the negligent or wrongful acts or omissions of AMP, Municipality, or their officers, trustees, agents and employees.

SECTION 8. RELATIONSHIP TO AND COMPLIANCE WITH OTHER INSTRUMENTS

It is recognized by Municipality that AMP, in undertaking or causing to be undertaken the financing and administration of ES, must comply with the requirements of the Related ES Schedules, the ES Agreement and other related agreements, decrees, licenses, permits, settlements, regulatory approvals, and the like; it is therefore agreed that this ES Schedule should

be construed in a manner consistent with compliance with the provisions of all such agreements, decrees, licenses, permits, settlements, and regulatory approvals, and Municipality shall use reasonable efforts to assist AMP and VEIC in complying with same.

SECTION 9. MODIFICATION OR AMENDMENT OF THIS SCHEDULE

Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the Appendices, this ES Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

SECTION 10. APPLICABLE LAW; CONSTRUCTION

A. This ES Schedule is made under and shall be governed by the law of the State of Ohio; provided, however, that if Municipality is not domiciled in Ohio, the power and authority of Municipality to enter into this ES Schedule shall be construed in accordance with the laws of Municipality's domicile State or Commonwealth.

B. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 11. SEVERABILITY

If any Section, Subsection, Paragraph, Clause or provision or any part thereof of this ES Schedule shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this ES Schedule shall be unaffected by such adjudication and all the remaining provisions of this ES Schedule shall remain in full force and effect as though such Section, Subsection, Paragraph, Clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein and the ES Schedule then interpreted to reflect the intention of the parties to the greatest extent permitted by law.

SECTION 12. SURVIVORSHIP OF OBLIGATIONS

The termination of this ES Schedule shall not discharge any Party hereto from any obligation that it owes to any other Party under this ES Schedule by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the

termination of this ES Schedule or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this ES Schedule) shall survive the termination of this ES Schedule.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this ES Schedule to be executed by their duly authorized representative.

CITY OF HILLSDALE, MICHIGAN

APPROVED AS TO FORM:

By: _____

By: _____

Name: _____

Municipal Legal Advisor

Title: _____

AMERICAN MUNICIPAL POWER, INC.

APPROVED AS TO FORM:

By: _____

By: _____

Adam Ward
Senior Vice President Member Services
& External Affairs

Rachel Gerrick
Senior Vice President & General Counsel for
Corporate Affairs

EXHIBIT 1
TO AMP/MUNICIPALITY EFFICIENCY SMART SCHEDULE

DEFINITIONS

In addition to the words or terms defined in the Efficiency Smart Schedule, the following words and terms, when used in the ES Schedule, shall have the meanings set forth below.

Appendix shall mean any of the appendices attached to this ES Schedule.

Charge Appendix shall mean the listing of charges, and the components thereof, designed to recover the Revenue Requirements associated with the ES Services. The Charge Appendix is attached hereto as Appendix C and may be revised from in accordance with the provisions of Section 6 of this ES Schedule.

Demand Focus shall mean the option provided under the High Performance service which focuses on enhanced MW savings.

ES Charges shall mean the prices set forth in the Charge Appendix.

ES Related Revenues shall have the meaning set forth in Section 6(A) of this ES Schedule.

ES Schedule shall mean this Schedule between Municipality and AMP that is a Schedule to the Master Services Agreement.

Energy Focus shall mean the option provided under the High Performance service which focuses on enhanced MWh savings.

Force Majeure shall mean any event of *Force Majeure* under the ES Agreement.

Master Services Agreement shall mean the contract document titled as such between Municipality and AMP referenced on the cover page of this ES Schedule.

Month or Monthly refers to a calendar month.

Operating Expenses shall mean the sum of the following:

- (i) the cost paid to VEIC under the ES Agreements and the cost to AMP of administration of ES, including contributions to any reserve or contingency fund, taxes, the cost of insurance, and costs of compliance with and renewals of all required licenses and permits, legal, engineering, accounting and financial advisory fees and expenses, including repayment of any prudently incurred sums advanced by AMP for such purposes, whether incurred prior to the Effective Date or otherwise;
- (ii) the cost, if any, to AMP to establish and maintain an allowance for working capital related to ES;
- (iii) the cost of measurement, verification and forecasting incurred by AMP in furtherance of or related to ES, and all other costs not otherwise specified or recovered hereunder, but incurred by AMP in connection with the performance of its obligations under this ES Schedule;
- (iv) the costs of defending, compromising, and settling any suits or claims against AMP relating to ES, the ES Schedule or Related ES Schedules or any service rendered from ES and the payment of any judgments or verdicts related thereto; and
- (v) repayment of any prudently incurred sums for expenditures advanced by AMP in connection with any of the costs set forth above, whether incurred prior to the Effective Date or otherwise.

Party or Parties refers to either or both, respectively, Municipality and AMP.

Performance-Based Services means those services designated as such in Appendices A and B hereto.

Related ES Schedules shall mean the ES-related schedules between AMP and other SMU's.

Revenue Requirements shall be the sum of all Operating Expenses, and the repayment with interest of any borrowings by AMP related to the ES program, less any ES Related Revenues, but only to the extent not appropriately allocated directly to individual SMUs.

Targeted Service means those services designated as such in Appendices A and B hereto.

Uncontrollable Force shall mean any cause beyond the control of a Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, restraint or action by court or public authority, and failure of third parties to provide transmission, which by due diligence and foresight such Party, as the case may be, could not reasonably have been expected to avoid and shall include the failure of an energy efficiency Contractor both to perform and to pay amounts due, if any, under the related Agreement.

Year shall mean the twelve-month period commencing at 12:00 a.m. on January 1 of each calendar year; *provided, however*, that the first Year shall commence on the Effective Date set forth in Section 3 and shall expire at 12:00 a.m. on the next succeeding January 1.

Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, and words imparting persons shall include firms, associations, partnerships, public and private corporations, and any other legal entities.

APPENDIX B PROGRAM SERVICES

NOTE: The following is a description of available Program Services as of the Effective Date. Only those services selected by Municipality on Appendix A will be provided pursuant to this ES Schedule.

I. Performance-Based Comprehensive Service

General Description

Complete turnkey energy efficiency program services that serve all markets (residential, commercial, industrial, and municipal) with a 3-year contract. A 100% annual MWh savings target and/or a 100% MW savings target are established and guaranteed at 70% of the established target. Services include technical assistance, key account management, marketing, website, incentive processing, reporting, evaluation, measurement, and verification. Initiatives are subject to change but typically will include: large custom commercial and industrial services, business energy rebates, efficient appliance rebates, retail efficient lighting, community outreach services, community service organization partnerships, community-specific delivery strategies.

Service level designations

1) **Enhanced** - Savings targets set to reduce MWh 0.5% and reduce peak MW 0.6% annually. This service has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load).

2) **High** - Savings targets set to reduce MWh 0.4% and reduce peak MW 0.4% annually and one of the following options:

- **Energy Focus:** 0.1% additional MWh reduction
- OR -
- **Demand Focus:** 0.2% additional MW reduction

Demand Focus has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load). SMUs achieving 125% (or more) of their High Performance target are not eligible to select the Basic Performance option in a subsequent contract for a Comprehensive service.

3) **Basic** - Savings target set to reduce MWh by 0.25% annually. SMUs achieving 200% (or more) of their Basic Performance target must choose either the High Performance or Enhanced Performance service in a subsequent contract for a Comprehensive service.

Evaluation, Measurement and Verification (EM&V)

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

II. Targeted Service

Targeted service refers to Efficiency Smart Services that are limited to specific markets.

Performance-Based Commercial & Industrial (C&I) Targeted Service

General Description

This service is focused on all commercial and industrial customers and includes key account management, customized technical services, third-party proposal analysis and review, financial incentives, promotion, reporting, evaluation, measurement, and verification.

Service level designations

Reduce MWh sales of all commercial and industrial sectors by 0.5% annually. Includes a performance guarantee and requires a 3-year contract term, as well as annual C&I sales greater than, or equal to, 20,000 MWh.

Evaluation, Measurement and Verification (EM&V)

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

APPENDIX C
EFFICIENCY SMART CHARGE INDEX

1. **Comprehensive Performance Based Services**

Charges for each year will be calculated by dividing Municipality's annual MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly MWh sales amount by the Base Service Charge listed below.

- **Enhanced Performance Comprehensive**: The Base Service Charge for each billing period is One Dollar and Sixty-Five Cents (\$1.65) per MWh of estimated monthly sales.
- **High Performance Comprehensive**: The Base Service Charge for each billing period is One Dollar and Forty Cents (\$1.40) per MWh of estimated monthly sales.
- **Basic Performance Comprehensive**: The Base Service Charge for each billing period is Ninety Cents (\$0.90) per MWh of estimated monthly sales.

1. **Targeted Service**

Performance-Based Custom Commercial and Industrial (C&I) Service. Charges for each year will be calculated by dividing Municipality's annual C&I MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly C&I MWh sales amount by the Base Service Charge of One Dollar and Thirty Cents (\$1.30) per MWh of estimated monthly C&I sales.

2. **Exceeding Performance-Based Targets**

The Performance-Based program costs are established at a level to cost-effectively achieve 100% of the targeted MWh and/or MW savings for the SMU within the subscribed Term. As a result, the allocated incentive funds available to the SMU in connection with the Performance-Based Service will be expended when the target is reached. Depending on market opportunities within an SMU, 100% of the Performance-Based Service target may be achieved before the end of a subscribed Term. Without additional funding, payment of

incentives and other offerings may need to be curtailed once savings targets are achieved.

APPENDIX D MINIMUM PERFORMANCE GUARANTEE

NOTE: Minimum Performance Guarantee is applicable only if Municipality's ES Services selection in Appendix A includes a Performance-Based Service.

VEIC will develop and execute a Minimum Performance Guarantee with Municipality. The following process will be used to establish the basis of the Minimum Performance Guarantee for Municipality and determine penalties associated with non-performance.

VEIC will develop an estimate of MWh and/or MW for the Performance Period for Municipality pursuant to a savings target estimating process reviewed by AMP. The minimum performance will be established at 70% of the estimate of MWh and/or MW savings for Municipality.

If at any time either VEIC or Municipality anticipates that the minimum performance will not be achieved due to an inability of VEIC to implement sufficient efficiency programs as a result of specific actions or inactions by Municipality, it shall notify AMP. Upon receipt of such notice, AMP will coordinate a meeting (the "Implementation Meeting") between AMP, VEIC and Municipality to discuss additional implementation opportunities and/or possible modifications to the Minimum Performance Guarantee. At least one (1) of Municipality's elected officials shall participate in the Implementation Meeting. Refusal of Municipality to participate in the Implementation Meeting will result in a termination of the Minimum Performance Guarantee, without further liability by VEIC or AMP.

Upon completion of savings verification for the Performance Period, AMP will determine if Municipality is eligible for a penalty payment due to failure of VEIC to meet the conditions of the Minimum Performance Guarantee. Efforts of both VEIC and Municipality following any Implementation Meeting will be considered as part of the determination process.

Penalty payments will be determined by subtracting the actual MWh and/or MW savings achieved during the Performance Period from the Minimum Performance Amount and multiplying the resulting value by the average cost per MWh and/or MW for Performance Based ES Services during the Performance Period.

If Municipality qualifies for penalty payments it will have the following choice of how to receive the payment: Municipality may elect to roll the value of the penalty payment into the next contract period and receive the equivalent MWh and/or MW savings at no additional cost or elect to receive a cash payment from VEIC in the amount of the penalty payment.

4863-7119-9236, v. 2



Public Power Coloring Contest



The Hillsdale Board of Public Utilities invites you to join us in celebrating Public Power Week, Oct. 2-8, along with more than 2,000 other community-powered, not-for-profit electric utilities that collectively provide electricity to 49 million Americans.

Through the Public Power Coloring Contest, we wish to engage students and the community in a way that will enhance interest and understanding of the role that efficient, safe, reliable, and affordable electricity plays in powering our community.

What Are the Rules?

1. This contest is open to participants in 1st- 4th grade for Fall of 2022.
2. Contestants may only submit one entry.
3. Submissions will be accepted through Friday, September 23rd.
4. The winner will be announced the week of October 2nd and notified by email.

The contest winner will receive a \$50 Amazon gift card & be featured in [Currents Magazine!](#)

Please provide the following information and submit this form with the completed coloring sheet.

First Name: _____ Last Name: _____

Grade: _____ School Name: _____

Parent/Guardian Name: _____

Parent/Guardian Phone #: _____

Parent/Guardian Email: _____

Parent/Guardian: I hereby grant the right to use, publish, and display this artwork for promotional purposes.

Parent/Guardian Signature: _____

Submission must be received by Friday, September 23rd. Mail or drop off this form with the completed coloring sheet during business hours to 45 Monroe Street, Hillsdale, MI 49242.

Powering Strong Communities





Citywide Hydrant Flushing to Begin September 19, 2022

HILLSDALE, Mich. — The Hillsdale Board of Public Utilities will begin its fall hydrant flushing program on Monday, Sept. 19, 2022.

Crews will flush hydrants daily from 8 a.m. to 2 a.m. the next day, until the flushing program has been completed. Flushing the entire system is expected to take about a week.

What does “hydrant flushing” mean?

The hydrant network provides fire protection to homes and businesses. Keeping each hydrant in proper working order calls for regular maintenance. Each spring and fall, BPU performs a preventative action known as hydrant flushing, which verifies the system has adequate water flow. It also serves a secondary purpose in removing sediment that naturally accumulates in water mains. Flushing it out of the system helps uphold the high water standards the city strives to maintain.

Will I see a drop in water pressure due to the flushing?

Most customers will not see a drop in water pressure. If a change in water pressure occurs, it usually lasts for only a short time.

Will hydrant flushing in my area cause cloudiness or sediment in my water?

The flushing process can stir up sediments and minerals in the water mains, which could occasionally result in some short-term cloudy water conditions. The temporary discoloration only affects the appearance of the water and does not pose any health risk. If you experience discolored water, flushing cold water from the tap for a few minutes until the water is clear again should alleviate this condition.

When will you flush the hydrant near my home or business?

Due to crews working in multiple areas, it is not possible to provide a detailed schedule of when each hydrant will be flushed.

Any questions or concerns regarding hydrant flushing can be directed to the Hillsdale Board of Public Utilities by calling (517) 437-3387.

Katy Price

To: Adam Stockford; Andrew Gelzer (adgelzer@gmail.com); David Mackie; Robert Stuchell
Subject: RE: Resignation

From: Adam Stockford [mailto:adamstockford@gmail.com]
Sent: Wednesday, September 14, 2022 9:05 AM
To: Andrew Gelzer (adgelzer@gmail.com) <adgelzer@gmail.com>; David Mackie <dmackie@cityofhillsdale.org>; Katy Price <clerk@cityofhillsdale.org>; Robert Stuchell <rgstuchell@outlook.com>
Subject: Fwd: Resignation

Please add Mr Lashaways resignation letter to the council packet under communications, and add Kevin Conant to TIFA under appointments. Thank you,

Adam

----- Forwarded message -----

From: Lance Lashaway <lashawayandsons@gmail.com>
Date: Tue, Sep 13, 2022 at 7:17 PM
Subject: Resignation
To: Adam Stockford <adamstockford@gmail.com>

September 13, 2022

To Whom It May Concern,

As of this letter, I formally resign from the TIFA board. I will no longer sit on this board as city council members, Greg Stuchell and Robert Socha, use their government positions to attack my business, my person, and those I am in business with simply because they disagree with my opinions and don't like the questions I present. The City Manager, David Mackie, has blatantly infringed upon my Constitutional Rights in the forth attempt to have me removed from my appointed, non payed position. The Keefer Contract is once again in breach. The Dawn will never pay for itself. TIFA is by all means broke for the next 10 to 20 years due to either complete incompetence or underhanded backroom deals, most likely both. When I speak out or present evidence, I am attacked by councilmen and their bureaucratic minions. This is the definition of a tyrannical government and I will no longer have any part of it. Any further correspondence can be sent to my lawyer, Daren Wiseley. I believe you all know where to find him.

Taxation Is Theft.

Lance Lashaway

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



Hillsdale County Road Commission

1919 HUDSON ROAD (M-99)

HILLSDALE, MICHIGAN 49242

Robert R. Godfrey, Chairman
Pittsford

Michael A. Parney, Vice Chairman
Hillsdale

Gary A. Leining, Member
Pittsford

(517) 437-4458
FAX (517) 437-0048
hillsdale@hillsdalecrc.org

H. John Sanders
Manager

Marilyn Kilpatrick
Clerk

Hillsdale County Road Commission

1919 Hudson Rd

Hillsdale, MI 49242

August 22, 2022

City of Hillsdale

97 N Broad Street

Hillsdale, MI 49242

City of Hillsdale-

We have noticed a higher water table at the Lewis Emery Park ever since the newest part of the airport runway was installed. We believe due to more blacktop being laid for the runway that there is less area for the water to absorb into the ground, leading to larger amount of water runoff. Not sure if this has been brought to your attention or if you are currently already looking into this. Was wondering/suggesting a retention pond and if there is already a retention pond in place maybe a larger one would help with all the excess water.

Could you investigate this issue and educate us and inform us what/ if anything could be done in the future regarding this.

Thank you-

Robert Godfrey, Chair

August 31, 2022

Mr. Mackie

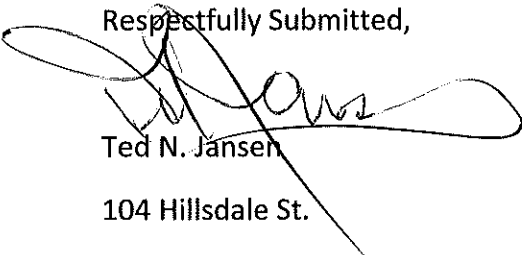
Having the three locomotives and the passenger cars here on the weekend of August 27 was an exciting event. I applaud the efforts of the local retailers for providing services to our visitors and citizens.

I observed several visitors walking to Howell St and they turned around when they saw the incline ahead of them. Unfortunately, there was a gross oversight in the failure to provide transportation via a Trolley Bus or Dial-a-Ride for our senior citizen visitors. This service should be provided for the next event of October 1-2. There was also an issue in front of the Pink CL building with the fencing and a vehicle legally parked in the last southern spot by the fence. Our visitors had to walk into Howell St to get around the vehicle while vehicles were driving up the street. This created a serious safety hazard of vehicle-citizen contact. A no parking barrier on this spot would have alleviated that danger.

Downtown Hillsdale is not known as a tourist mecca for a few hour trip. On our website we have access to a 13 page Walking Tour document that covers the architectural features of some 55 buildings. Why haven't we created QR signs that would provide verbal description of each building that is found in this document. I have brought this up over four years ago to Economic Development after I had observed this in the town of Pontiac, Illinois. I would also recommend placing in each downtown business window a small 8 x 10 framed sign stating what business was there in 1940 or 1950 since the train is from 1944. We have marvelous architecture downtown and we need to showcase it. There also exists a Scavenger Hunt Photo array of the features on some of the buildings that could be used to provide an additional opportunity for our visitors to appreciate the uniqueness of Hillsdale. We also have the potential of developing walking tours of some of the residential areas such as Broad, Oak, Howell, Hallett Streets.

I would appreciate any efforts made to making Hillsdale a Visitor Friendly City.

Respectfully Submitted,



Ted N. Jansen

104 Hillsdale St.

City of Hillsdale Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: Ordinance Adoption

SUBJECT: Amendment to Secs. 36-150, 36-631 & 36-681

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

The three ordinance amendments presented for adoption are a result of the Planning Department's continual review of Chapter 36. Sec. 36-150 Landscape and 36-681 Obscuring walls and fences are both being amended due to zoning district changes that were adopted in 2018. Some of the districts that were removed at that time were still referenced in the aforementioned ordinances. In addition there were some districts that have been added that were not included.

Sec. 36-631 still restricted the height of parking lot light poles. The height restriction is removed.

RECOMMENDATION:

It is the recommendation of the City Planning Commission by unanimous vote that City Council adopt the attached Ordinances to amend Zoning Ordinances, Sections 36-150, 36-631 and 36-681.

ORDINANCE #2022-_____

AN ORDINANCE TO AMEND SECTION 36-150 OF DIVISION 1 OF ARTICLE III OF CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE.

THE CITY OF HILLSDALE ORDAINS THAT, Section 36-150 of Division 1 of Article III of Chapter 36 of the Code of Ordinances of the City of Hillsdale, Michigan, is hereby amended to read as follows:

- (a) Upon any improvement for which a site plan is required, landscaping shall be required to meet the guidelines listed below:
 - (1) For the R-1, RD-1, RM-1 and C-1 districts, a minimum of 25 percent of the site shall be in landscaped open space. The open space shall be landscaped with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Ground cover or lawn is required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)
 - (2) For permitted and special approval uses in the B-1, B-3, I-1 and I- districts, a minimum of 15 percent of the site shall be in landscaped open space with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree for every 2,000 square feet, or portion thereof. Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Thirty percent of the required open space shall be between the roadway and the building. Buildings on corner lots shall have 60 percent of the required open space between the building and the roadway. Whenever feasible, a portion of the landscaping shall be placed adjacent to the buildings. Landscaping of an adjacent right-of-way may be included in the requirement if it is maintained by the adjacent property owner. Parking lots in all business and industrial zones which are adjacent to a residentially zoned district shall be fully screened from that residential district through the use of decorative walls, fences, or landscaping. (See article X, plant material of this chapter for appropriate uses of plant materials.)
 - (3) B-2 parcels in which the building occupies 90 percent or more of the lot shall be exempt from the landscape requirement. For all other B-2 parcels, ten percent of the site shall be in landscaped open space with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. . Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Ground cover or lawn is required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)
 - (4) PRD parcels shall adopt the requirements consistent with the intended use.

- (5) For PRF parcels, a minimum of 80 percent of the site shall be in landscaped open space. The open space shall be landscaped with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. . Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Ground cover or lawn is required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)
- (b) Greenbelt between land uses.
 - (1) Upon any improvement for which a site plan is required, a greenbelt shall be constructed to create a visual screen along a boundary, alley, or street which is adjacent to residentially zoned or used property. In addition, greenbelt shall be constructed along any boundary between single-family unattached housing developments and single-family attached housing developments or multifamily housing developments, for which a site plan is required. In addition, within all districts, except R-1 (single-family), a greenbelt shall be constructed along a boundary, alley or street which is adjacent to a more restrictive zoning district;
 - (2) The minimum width of the required greenbelt shall be ten feet, except in the office, business and industrial districts where the minimum width shall be 20 feet. However, wider greenbelt may be required, within any zoning district, at the discretion of the city.
 - (c) Parking lot landscaping.
 - (1) Landscaped areas shall be required at the perimeter of parking lots of 16 spaces or greater. Parking lots in all office, business and industrial zones which are adjacent to a residentially zoned district shall be fully screened from that residential district through the use of decorative walls, fences, or landscaping;
 - (2) Strips of ten or more continuous spaces may be allowed by planning commission approval, providing each end of the row has a minimum of 50 square feet of landscaped area, exclusive of concrete curbing. Variations may be determined by the planning commission for design and traffic flow. There shall be a minimum of one tree for every ten parking spaces;
 - (3) Minimum three-foot wide landscape strips (unobstructed by vehicle overhangs) shall be provided between paved parking surfaces and buildings, fences, and property lines wherever possible. Trees and shrubs shall be planted clear of the vehicle overhang area;
 - (4) All parking lot surfaces not needed for ingress, egress, parking or driveways shall be landscaped.
 - (d) Front yard landscaping. A greenbelt with a minimum width determined by the front yard setback of its zoning classification shall be located between the abutting right-of-way of a public street, freeway, or major thoroughfare, and shall be landscaped per the requirements in section 36-150 applicable to its zoning classification access ways from public rights-of-way through required greenbelts shall be permitted.
 - (e) Site landscaping. In addition to any landscape greenbelt and/or parking lot landscaping required by this section, ten percent of the site area, excluding existing thoroughfare right-of-way, shall be landscaped. Areas used for storm drainage purposes, such as unfenced drainage courses or retention areas in front or side yards, may be included as a portion of the required landscaped area, but shall not exceed five percent of the site area.

(f) All plant materials shall follow the minimum standards set forth in article X of this chapter. THE CITY OF HILLSDALE FURTHER ORDAINS that Section 36-150 of Division 1 of Article III of Chapter 36 of the Code of the City of Hillsdale referenced herein should be and are hereby amended.

IT IS FURTHER ORDAINED THAT, except for the provisions of Section 36-150 of Division 1 of Article III of Chapter 36 that are specifically amended by this Ordinance, all other provisions of Chapter 36 of the Code of Ordinances of the City of Hillsdale, Michigan, including, without limitation, all articles, divisions, and sections contained therein, are hereby ratified and affirmed and shall remain in full force and effect.

IT IS FURTHER ORDAINED THAT, a prosecution that is pending on the effective date of this Ordinance and that arose from a violation of an Ordinance amended or repealed by this Ordinance, or a prosecution that is started within 1 year after the effective date of this Ordinance arising from a violation of an Ordinance amended or repealed by this Ordinance and that was committed before the effective date of this Ordinance, shall be tried and determined exactly as if the Ordinance had not been amended or repealed.

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

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

Passed at a regular meeting of the Council of the City of Hillsdale held on the Nineteenth day of September 2022.

CITY OF HILLSDALE

By _____
Adam Stockford – Mayor

By: _____
Katy Price – Clerk

Date Proposed: 6/15/2022
Date Published as Proposed: 7/27/2022
Date Passed: _____
Date Published as Passed: _____
Effective Date: _____

Sec. 36-150. - Landscaping.

(a) Upon any improvement for which a site plan is required, landscaping shall be required to meet the guidelines listed below:

(1) For the R-1, RD-1, RM-1 and C-1 districts, a minimum of 25 percent of the site shall be in landscaped open space. The open space shall be landscaped with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. *Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement.* Ground cover or lawn is required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)

(2) For the ~~R-1, R-2, and R-3~~ districts, ~~30 percent of the site under development shall be in landscaped open space. The open space shall be landscaped with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree for every 1,500 square feet, or portion thereof. Plant materials existing on the site prior to development may be included as part of such requirement. Twenty-five percent of the required open space shall be between the roadway and the building. Buildings on corner lots shall have 40 percent of the required open space between the building and the street. Landscaping of an adjacent right-of-way may be included in such requirement if it is maintained by the adjacent property owner. (See article X, plant material of this chapter for appropriate uses of plant materials.)~~

(23) For permitted and special approval uses in the ~~O-4, B-1, B-3, I-1 and I-2~~ districts, a minimum of 15 percent of the site shall be in landscaped open space with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree for every 2,000 square feet, or portion thereof. *Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement.* Plant materials existing on the site prior to development may be included as part of such requirement. Thirty percent of the required open space shall be between the roadway and the building. Buildings on corner lots shall have 60 percent of the required open space between the building and the roadway. Whenever feasible, a portion of the landscaping shall be placed adjacent to the buildings. Landscaping of an adjacent right-of-way may be included in the requirement if it is maintained by the adjacent property owner. Parking lots in all office, business and industrial zones which are adjacent to a residentially zoned district shall be fully screened from that residential district through the use of decorative walls, fences, or landscaping. (See article X, plant material of this chapter for appropriate uses of plant materials.)

(34) B-2 parcels in which the building occupies 90 percent or more of the lot shall be exempt from the landscape requirement. For all other B-2 parcels, ten percent of the site shall be in landscaped open space with *one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. . Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Ground cover or lawn is required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)*

(4) PRD parcels shall adopt the requirements consistent with the intended use.

(5) For PRF parcels, a minimum of 80 percent of the site shall be in landscaped open space. The open space shall be landscaped with one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree or shrub for every 2,000 square feet, or portion thereof. . Plant materials existing on the site prior to development may be included as part of the requirement. Any trees removed for development may not be included as part of such requirement. Ground cover or lawn is

required in all landscaped areas. (See article X, plant material of this chapter for appropriate uses of plant materials.)

~~one evergreen tree or shrub for every 1,000 square feet, or portion thereof, plus one small or large deciduous tree for every 2,000 square feet, or portion thereof. Plant materials existing on the site prior to development may be included as part of the fulfillment of these requirements.~~

(b) *Greenbelt between land uses.*

- (1) Upon any improvement for which a site plan is required, a greenbelt shall be constructed to create a visual screen along a boundary, alley, or street which is adjacent to residentially zoned or used property. In addition, greenbelt shall be constructed along any boundary between single-family unattached housing developments and single-family attached housing developments or multifamily housing developments, for which a site plan is required. In addition, within all districts, except R-1 (single-family), a greenbelt shall be constructed along a boundary, alley or street which is adjacent to a more restrictive zoning district;
- (2) The minimum width of the required greenbelt shall be ten feet, except in the office, business and industrial districts where the minimum width shall be 20 feet. However, wider greenbelt may be required, within any zoning district, at the discretion of the city.

(c) *Parking lot landscaping.*

- (1) Landscaped areas shall be required at the perimeter of parking lots of 16 spaces or greater. Parking lots in all office, business and industrial zones which are adjacent to a residentially zoned district shall be fully screened from that residential district through the use of decorative walls, fences, or landscaping;
- (2) Strips of ten or more continuous spaces may be allowed by planning commission approval, providing each end of the row has a minimum of 50 square feet of landscaped area, exclusive of concrete curbing. Variations may be determined by the planning commission for design and traffic flow. There shall be a minimum of one tree for every ten parking spaces;
- (3) Minimum three-foot wide landscape strips (unobstructed by vehicle overhangs) shall be provided between paved parking surfaces and buildings, fences, and property lines wherever possible. Trees and shrubs shall be planted clear of the vehicle overhang area;
- (4) All parking lot surfaces not needed for ingress, egress, parking or driveways shall be landscaped.

(d) *Front yard landscaping.* A greenbelt with a minimum width determined by the front yard setback of its zoning classification shall be located between the abutting right-of-way of a public street, freeway, or major thoroughfare, and shall be landscaped per the requirements in section 36-150 applicable to its zoning classification access ways from public rights-of-way through required greenbelts shall be permitted.

(e) *Site landscaping.* In addition to any landscape greenbelt and/or parking lot landscaping required by this section, ten percent of the site area, excluding existing thoroughfare right-of-way, shall be landscaped. Areas used for storm drainage purposes, such as unfenced drainage courses or retention areas in front or side yards, may be included as a portion of the required landscaped area, but shall not exceed five percent of the site area.

(f) All plant materials shall follow the minimum standards set forth in article X of this chapter.

(Ord. No. 2016-003, 3-7-2016)

ORDINANCE #2022-_____

AN ORDINANCE TO AMEND SECTION 36-631 OF DIVISION 3 OF ARTICLE VIII OF CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE.

THE CITY OF HILLSDALE ORDAINS THAT, Section 36-631 of Division 3 of Article VIII of Chapter 36 of the Code of Ordinances of the City of Hillsdale, is hereby amended to read as follows:

All lighting used to illuminate any off-street parking area shall be so installed as to be confined within and directed on the parking area only.

IT IS FURTHER ORDAINED THAT, except for the provisions of Section 36-631 of Division 3 of Article VIII of Chapter 36 that are specifically amended by this Ordinance, all other provisions of Chapter 36 of the Code of Ordinances of the City of Hillsdale, Michigan, including, without limitation, all articles, divisions, and sections contained therein, are hereby ratified and affirmed and shall remain in full force and effect.

IT IS FURTHER ORDAINED THAT, a prosecution that is pending on the effective date of this Ordinance and that arose from a violation of an Ordinance amended or repealed by this Ordinance, or a prosecution that is started within 1 year after the effective date of this Ordinance arising from a violation of an Ordinance amended or repealed by this Ordinance and that was committed before the effective date of this Ordinance, shall be tried and determined exactly as if the Ordinance had not been amended or repealed.

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

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

Passed at a regular meeting of the Council of the City of Hillsdale held on the nineteenth day of September 2022.

CITY OF HILLSDALE

By _____
Adam Stockford – Mayor

By: _____
Katy Price – Clerk

Date Proposed: 7/20/2022

Date Published as Proposed: 7/27/2022
Date Passed: _____
Date Published as Passed: _____
Effective Date: _____

Sec. 36-631. - Lighting.

All lighting used to illuminate any off-street parking area ~~shall not exceed 20 feet in overall height above ground level, and~~ shall be so installed as to be confined within and directed on the parking area only.

(Code 1979, § 17.34.110; Ord. No. 2017-005, 11-6-2017)

ORDINANCE #2022-_____

AN ORDINANCE TO AMEND SECTION 36-681 OF ARTICLE IX OF CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE.

THE CITY OF HILLSDALE ORDAINS THAT, Section 36-681 of Article IX of Chapter 36 of the Code of Ordinances of the City of Hillsdale, Michigan, is hereby amended to read as follows:

All fences, walls, and landscape berms of any nature, type or description located in the City of Hillsdale must conform to the following regulations:

- (1) Approval required. The erection, construction or alteration of any fence, wall or other type of protective barrier must be approved by the zoning administrator (or designee) as to conformance with the requirements of the zoning district and this section.
- (2) General fence, wall, and landscape berm standards.
 - a. Fence wall, or landscape berm height measurement. The height of a fence, wall, or landscape berm will be measured using the following method:
 1. The permitted height of all fences, walls, and landscape berms will be measured from the finished grade adjacent to the fence, wall, or berm, as determined by the zoning administrator (or designee).
 2. Where elevations differ by more than four feet within ten feet of side or rear lot lines, the zoning administrator (or designee) may allow additional fence, wall, or landscape berm height for the property as measured from the lower elevation.
 3. The permitted height of fences or walls will not be measured from any part of a berm or any area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a taller fence than permitted by this chapter.
 4. Fencing materials ~~must~~ should be all weather and low maintenance.
 - b. Masonry walls. Masonry walls must be constructed of the same or complementary building material to that of the principal structure and must be un-pierced (except for pedestrian and vehicular connections) and have a decorative cap. Cement or slag blocks will not be permitted.
 - c. Visibility at intersections. All fences in the front yards must comply with the requirements of this article, visibility at intersections.
 - d. Decorative fences, walls and landscape berms. Fences, walls, and landscape berms which are two and one-half feet or less in height are considered decorative and do not require a permit.
 - e. Landscape berms. Where provided, landscape berms must conform to the following standards.
 1. Berms must comply with the height restrictions for fences and walls in subsections (3) and (4) of this section, but in no case may they be maintained

at a continuous height. All berms must be undulating and include gaps where deemed necessary.

2. Sides of the berm must be constructed with slopes no steeper than one foot vertical for each three feet horizontal.
3. In measuring slope and height, grade elevation will be the average grade elevation adjacent to the proposed berm.
4. Side slopes must be protected from erosion by sod, seed or other living ground cover. If slopes are seeded, they must be protected until the seed germinates and a permanent lawn is established.

Wall and Fence Height Requirements:

Use	Max. Ht. Requirements
1. P-1 Vehicular Parking Districts	Four feet six-inch high wall or fence
2. Off-street parking area (other than P-1 Districts)	Four feet six-inch high wall or fence
3. B-1, B-2, or B-3 Districts	Four to Six feet high wall or fence
4. I-1 District, open storage areas, loading or unloading areas, service areas.	Six feet to eight feet high obscured wall or fence (height shall provide the most complete obscuring possible).
5. Hospital, ambulance and delivery areas	Six feet high wall or fence
6. Utility buildings, stations, and/or substations, except that in cases where all equipment is contained within a building or structure constructed so as to be similar in appearance to the residential building in the surrounding area.	Six feet high obscured wall or fence
7. Trailer Courts	Six feet wall or fence
8. Retention areas	At the discretion and approval of both Planning Commission and the City Engineer, a fence may be required around retention areas.
9. Residential Districts (front yard)	Front yard – Four feet high wall,

	decorative fence or trellis Rear and Side yard – Six feet high wall or fence
10. C-1 College District	Four feet high to Six feet high wall or fence
11. PRD District	Height requirements consistent with the intended use.
12. PUD District	Front yard – Four feet high ornamental wall, fence or trellis Rear and Side yard – Six feet high wall or fence
13. PRF District	Six feet high ornamental wall or fence

(2)Fences and walls in the residential districts and manufactured housing communities.

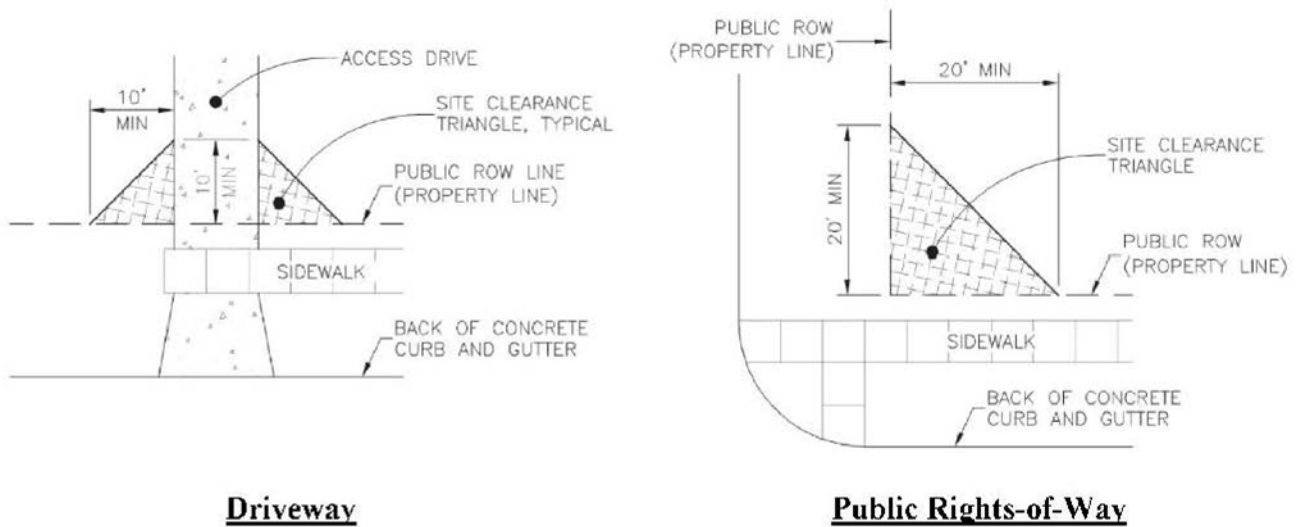
- a. Ornamental fences and walls located in the required and addressed front yard meeting the definition of a non-privacy fence and not intended to restrain animals of any kind may be up to four feet in height, unless otherwise approved by the zoning administrator (or designee), and must be set back at least one foot from the sidewalk/right-of-way line.
- b. All fences or walls must be ornamental in nature and should be made of wrought iron, treated or rot resistant wood, brick, stone and similar replications of these materials. However, when abutting residentially zoned and/or used property, and when used to screen parking or outdoor storage areas, the fence must be constructed of an opaque weatherproof material, woven chain link fencing is not permitted.
- c. Fences and walls located in the required and non-addressed (secondary) front yard of a corner or double frontage lot must be setback from the property line as follows, unless otherwise approved by the zoning administrator (or designee):
 1. No less than one foot for ornamental fences and walls meeting the definition of a non-privacy fence and not intended to restrain animals of any kind up to four feet in height;
 2. No less than four feet for fences and walls up to four feet in height.
 3. No less than six feet for fences and walls up to six feet in height.

- d. Fences and walls located in the side and rear yards may have a maximum height of six feet, unless otherwise approved by the zoning administrator (or designee), and may be located on the property line assuming the front yard fencing requirements are satisfied.
 - e. Residents are encouraged to utilize ornamental materials, including but not limited to materials such as wrought iron, brick, stone, treated wood and similar replications of these materials, such as vinyl fencing that has the appearance of one of these materials.
 - f. Chain link or similar fencing is permitted everywhere except within the front yard.
 - g. The finished side of a fence or wall must face outward toward any adjacent property or right-of-way.
 - h. No fences or walls are permitted within the required site clearance triangles. The same site clearance triangle applies to solid fences abutting detached garages located on the non-addressed frontage of a corner lot, visibility at intersections.
- (4) Fences and walls in commercial and industrial districts.
- a. No fence or wall may exceed eight feet in height, unless otherwise approved by the zoning administrator (or designee).
 - b. Fences located in the required non-addressed (secondary) front yard of a corner or double frontage lot, must be set back from the property line, unless otherwise approved by the zoning administrator (or designee), as follows:
 - 1. No less than one foot for ornamental fences and walls meeting the definition of a non-privacy fence and not intended to restrain animals of any kind up to four feet in height;
 - 2. No less than four feet for fences up to four feet in height;
 - 3. No less than six feet for fences up to six feet in height; and
 - 4. No less than eight feet for fences up to eight feet in height.
 - c. All fences or walls must be ornamental in nature and should be made of wrought iron, treated or rot resistant wood, brick, stone and similar replications of these materials. However, when abutting residentially zoned and/or used property, and when used to screen parking or outdoor storage areas, the fence must be constructed of an opaque weatherproof material, woven chain link fencing is not permitted.
 - d. Chain link or similar fencing is permitted everywhere except within the front yard and when abutting residentially zoned and/or used property.
 - e. No fences or walls are permitted within the required site clearance triangles, visibility at intersections.
- (5) Temporary protective fencing associated with construction projects. During construction, protective fencing must be placed around existing vegetation proposed for preservation and other site elements which cannot be easily removed or stored.
- a. Proposed protective fencing must be clearly identified on the landscape plan.

- b. Protective fencing cannot be located closer than one foot outside the perimeter of the following, as identified on the landscape plan:
 - 1. The drip lines of existing trees and shrubs; and
 - 2. Planting beds and other site element.
- (6) Prohibited fences. The following fences are prohibited:
- a. A fence consisting in whole or part of coils of barbed wire, concertina wire or razor wire;
 - b. A fence with razor edges, broken glass, affixed spikes, projecting nails or other pointed instruments of any kind or description attached; fence gates cannot be constructed so as to create a hazard to the public by the projection of any pointed instrument or member when open or partially open;
 - c. A fence charged or connected with an electrical current, provided however, this provision cannot be construed to apply to electrical fences installed below ground as elements of an animal control or security system;
 - d. A standard barbed wire fence except upon essential service sites or industrial properties which do not abut property zoned or used for residential purposes; in such locations, standard barbed wire may be installed on the top of a fence on arms or cradles extending inward over the owner's property provided that the fence has a minimum height of six feet above the adjacent grade and the combined height of the fence and barbed wire and arms does not exceed eight feet above the adjacent grade;
 - e. A fence which consists in whole or part of woven plastic or other similar materials utilized within a chain link fence; and
 - f. A fence with all metal opaque paneling (e.g., barn siding, roof material, etc.) unless it is part of a conditional use permit.
 - g. Concrete barrier units such as are used on construction sites or highways to restrict traffic flow.
- (7) Visibility at intersections.
- a. When a driveway intersects a public right-of-way or when the subject property abuts the intersection of public rights-of-way, all fences, walls, berms, hedges, screens, structures, plantings or other landscaping within the site clearance triangle areas described below must permit unobstructed cross-visibility. Shrubs and groundcovers located in a site clearance triangle may not be permitted to grow to a height of more than two and one-half feet above the grade at the edge of the pavement. Portions of required berms located within sight clearance triangle cannot exceed a height of two and one-half feet above the pavement grade at the edge of the pavement. Canopy trees may be maintained in this area provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the roadway surface. Other landscaping, except turf grass or ground cover maintained at a height of two and one-half feet, cannot be located closer than three feet from the edge of a driveway.

- b. The site clearance triangles referred to above are:
1. The area formed at the corner intersection of a public right-of-way and a driveway, two sides of the triangle area being ten feet in length measured along the right-of-way line and access drive line and the third side being a line connecting these two sides. For the purpose of plantings located in the lawn extension/terrace, the site clearance triangle extends beyond the right-of-way line to the curb/edge of pavement at an angle perpendicular to both of those lines.

The area formed at a corner intersection of two public right-of-way lines, the two sides of the triangular area being 20 feet in length measured along the abutting public right-of-way lines and the third side being a line connecting these two sides. For the purpose of plantings located in the lawn extension/terrace, the site clearance triangle extends beyond the right-of-way line to the curb/edge of pavement at an angle perpendicular to both of those lines.



IT IS FURTHER ORDAINED THAT, except for the provisions of Section 36-681 of Article IX of Chapter 36 that are specifically amended by this Ordinance, all other provisions of Chapter 36 of the Code of Ordinances of the City of Hillsdale, Michigan, including, without limitation, all articles, divisions, and sections contained therein, are hereby ratified and affirmed and shall remain in full force and effect.

IT IS FURTHER ORDAINED THAT, a prosecution that is pending on the effective date of this Ordinance and that arose from a violation of an Ordinance amended or repealed by this Ordinance, or a prosecution that is started within 1 year after the effective date of this Ordinance arising from a violation of an Ordinance amended or repealed by this Ordinance and that was committed before the effective date of this Ordinance, shall be tried and determined exactly as if the Ordinance had not been amended or repealed.

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

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

Passed at a regular meeting of the Council of the City of Hillsdale held on the nineteenth day of September 2022.

CITY OF HILLSDALE

By _____
Adam Stockford – Mayor

By: _____
Katy Price – Clerk

Date Proposed:	<u>6/15/2022</u>
Date Published as Proposed:	<u>7/27/2022</u>
Date Passed:	_____
Date Published as Passed:	_____
Effective Date:	_____

ARTICLE IX. - OBSCURING WALLS AND FENCES

Sec. 36-681. - Requirements.

All fences, walls, and landscape berms of any nature, type or description located in the City of Hillsdale must conform to the following regulations:

- (1) *Approval required.* The erection, construction or alteration of any fence, wall or other type of protective barrier must be approved by the zoning administrator (or designee) as to conformance with the requirements of the zoning district and this section.
- (2) *General fence, wall, and landscape berm standards.*
 - a. Fence wall, or landscape berm height measurement. The height of a fence, wall, or landscape berm will be measured using the following method:
 - 1. The permitted height of all fences, walls, and landscape berms will be measured from the finished grade adjacent to the fence, wall, or berm, as determined by the zoning administrator (or designee).
 - 2. Where elevations differ by more than four feet within ten feet of side or rear lot lines, the zoning administrator (or designee) may allow additional fence, wall, or landscape berm height for the property as measured from the lower elevation.
 - 3. The permitted height of fences or walls will not be measured from any part of a berm or any area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a taller fence than permitted by this chapter.
 - 4. Fencing materials ~~must~~ *should* be all weather and *low zero* maintenance. Treated wood must meet the American Wood Protection Association's UC4B standard for ground contact (heavy duty).
 - b. *Masonry walls.* Masonry walls must be constructed of the same or complementary building material to that of the principal structure and must be un-pierced (except for pedestrian and vehicular connections) and have a decorative cap. Cement or slag blocks will not be permitted.
 - c. *Visibility at intersections.* All fences in the front yards must comply with the requirements of this article, visibility at intersections.
 - d. *Decorative fences, walls and landscape berms.* Fences, walls, and landscape berms which are two and one-half feet or less in height are considered decorative and do not require a permit.
 - e. *Landscape berms.* Where provided, landscape berms must conform to the following standards.
 - 1. Berms must comply with the height restrictions for fences and walls in subsections (3) and (4) of this section, but in no case may they be maintained at a continuous height. All berms must be undulating and include gaps where deemed necessary.
 - 2. Sides of the berm must be constructed with slopes no steeper than one foot vertical for each three feet horizontal.
 - 3. In measuring slope and height, grade elevation will be the average grade elevation adjacent to the proposed berm.
 - 4. Side slopes must be protected from erosion by sod, seed or other living ground cover. If slopes are seeded, they must be protected until the seed germinates and a permanent lawn is established.

Wall and Fence Height Requirements:

Use	Max. Ht. Requirements
1. P-1 Vehicular Parking Districts	Four feet six-inch high wall or fence
2. Off-street parking area (other than P-1 Districts)	Four feet six-inch high wall or fence
3. O-1 , B-1, B-2, or B-3 Districts	Four feet six-inch <i>feet high to Six</i> feet six-inch high wall or fence

4. I-1 and I-2 Districts, open storage areas, loading or unloading areas, service areas.	Six feet high to eight feet high obscured wall or fence (height shall provide the most complete obscuring possible).
5. Hospital, ambulance and delivery areas	Six feet high wall or fence
6. Utility buildings, stations, and/or substations, except that in cases where all equipment is contained within a building or structure constructed so as to be similar in appearance to the residential building in the surrounding area.	Six feet high obscured wall or fence
7. Trailer Courts	Six feet Four feet six inch -high wall or fence
8. Retention areas	At the discretion and approval of both Planning Commission and the City Engineer, a fence may be required around retention areas.
9. Residential Districts (front yard)	Front yard – Four feet Three feet six inches high <u>wall, decorative fence or trellis</u> Rear yard – Six feet high wall or fence
10. Residential Districts (side and rear yards)	Six feet high wall or fence
<u>10. C-1 College District</u>	<u>Four feet high to Six feet high wall or fence</u>
<u>11. PRD District</u>	<u>Height requirements consistent with the intended use.</u>
<u>12. PUD District</u>	<u>Front yard – Four feet high ornamental wall, fence or trellis</u> <u>Rear yard – Six feet high wall or fence</u>
<u>13. PRF District</u>	<u>Six feet high ornamental wall or fence</u>

(2) Fences and walls in the residential districts and manufactured housing communities.

- a. Ornamental fences and walls located in the required and addressed front yard meeting the definition of a non-privacy fence and not intended to restrain animals of any kind may be up to ~~three feet six inches~~ **four feet** in height, unless otherwise approved by the zoning administrator (or designee), and must be set back at least one foot from the sidewalk/right-of-way line.
- b. All fences or walls must be ornamental in nature and should be made of wrought iron, treated or rot resistant wood, brick, stone and similar replications of these materials. However, when abutting residentially zoned and/or used property, and when used to screen parking or outdoor storage areas, the fence must be constructed of an opaque weatherproof material, woven chain link fencing is not permitted.
- c. Fences and walls located in the required and non-addressed (secondary) front yard of a corner or double frontage lot must be setback from the property line as follows, unless otherwise approved by the zoning administrator (or designee):
 1. No less than one foot for ornamental fences and walls meeting the definition of a non-privacy fence and not intended to restrain animals of any kind up to ~~three feet six inches~~ **four feet** in height;
 2. No less than four feet for fences and walls up to four feet in height.
 3. No less than six feet for fences and walls up to six feet in height.
- d. Fences and walls located in the side and rear yards may have a maximum height of six feet, unless otherwise approved by the zoning administrator (or designee), and may be located on the property line assuming the front yard fencing requirements are satisfied.

- e. Residents are encouraged to utilize ornamental materials, including but not limited to materials such as wrought iron, brick, stone, treated wood and similar replications of these materials, such as vinyl fencing that has the appearance of one of these materials.
- f. Chain link or similar fencing is permitted everywhere except within the front yard.
- g. The finished side of a fence or wall must face outward toward any adjacent property or right-of-way.
- h. No fences or walls are permitted within the required site clearance triangles. The same site clearance triangle applies to solid fences abutting detached garages located on the non-addressed frontage of a corner lot, visibility at intersections.

(4) *Fences and walls in commercial and industrial districts.*

- a. No fence or wall may exceed eight feet in height, unless otherwise approved by the zoning administrator (or designee).
- b. Fences located in the required non-addressed (secondary) front yard of a corner or double frontage lot, must be set back from the property line, unless otherwise approved by the zoning administrator (or designee), as follows:
 - 1. No less than one foot for ornamental fences and walls meeting the definition of a non-privacy fence and not intended to restrain animals of any kind up to ~~three feet six inches~~ **four feet** in height;
 - 2. No less than four feet for fences up to four feet in height;
 - 3. No less than six feet for fences up to six feet in height; and
 - 4. No less than eight feet for fences up to eight feet in height.
- c. All fences or walls must be ornamental in nature and should be made of wrought iron, treated or rot resistant wood, brick, stone and similar replications of these materials. However, when abutting residentially zoned and/or used property, and when used to screen parking or outdoor storage areas, the fence must be constructed of an opaque weatherproof material, woven chain link fencing is not permitted.
- d. Chain link or similar fencing is permitted everywhere except within the front yard and when abutting residentially zoned and/or used property.
- e. No fences or walls are permitted within the required site clearance triangles, visibility at intersections.

(5) Temporary protective fencing associated with construction projects. During construction, protective fencing must be placed around existing vegetation proposed for preservation and other site elements which cannot be easily removed or stored.

- a. Proposed protective fencing must be clearly identified on the landscape plan.
- b. Protective fencing cannot be located closer than one foot outside the perimeter of the following, as identified on the landscape plan:
 - 1. The drip lines of existing trees and shrubs; and
 - 2. Planting beds and other site element.

(6) *Prohibited fences.* The following fences are prohibited:

- a. A fence consisting in whole or part of coils of barbed wire, concertina wire or razor wire;
- b. A fence with razor edges, broken glass, affixed spikes, projecting nails or other pointed instruments of any kind or description attached; fence gates cannot be constructed so as to create a hazard to the public by the projection of any pointed instrument or member when open or partially open;
- c. A fence charged or connected with an electrical current, provided however, this provision cannot be construed to apply to electrical fences installed below ground as elements of an animal control or security system;
- d. A standard barbed wire fence except upon essential service sites or industrial properties which do not abut property zoned or used for residential purposes; in such locations, standard barbed wire may be installed on the top of a fence on arms or cradles extending inward over the owner's property provided that the fence

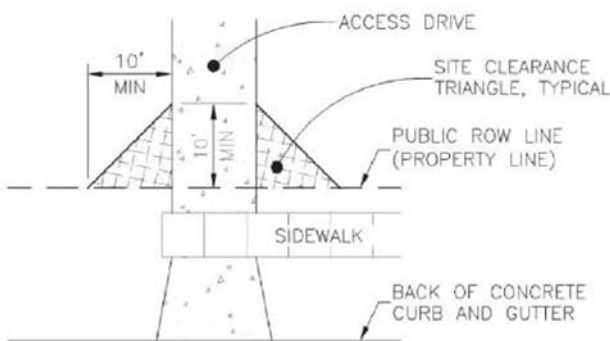
has a minimum height of six feet above the adjacent grade and the combined height of the fence and barbed wire and arms does not exceed eight feet above the adjacent grade;

- e. A fence which consists in whole or part of woven plastic or other similar materials utilized within a chain link fence; and
- f. A fence with all metal opaque paneling (e.g., barn siding, roof material, etc.) unless it is part of a conditional use permit.
- g. Concrete barrier units such as are used on construction sites or highways to restrict traffic flow.

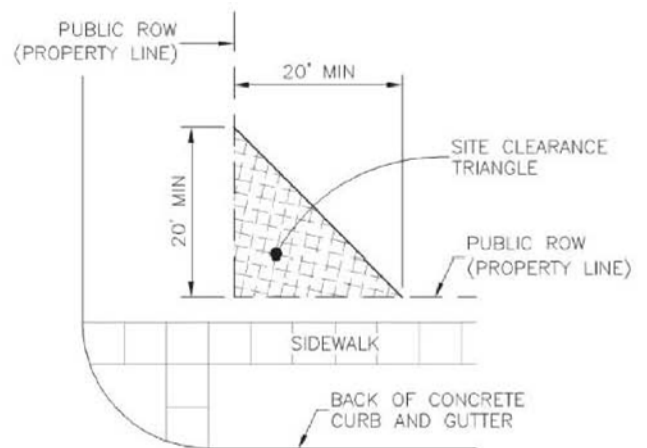
(7) *Visibility at intersections.*

- a. When a driveway intersects a public right-of-way or when the subject property abuts the intersection of public rights-of-way, all fences, walls, berms, hedges, screens, structures, plantings or other landscaping within the site clearance triangle areas described below must permit unobstructed cross-visibility. Shrubs and groundcovers located in a site clearance triangle may not be permitted to grow to a height of more than two and one-half feet above the grade at the edge of the pavement. Portions of required berms located within sight clearance triangle cannot exceed a height of two and one-half feet above the pavement grade at the edge of the pavement. Canopy trees may be maintained in this area provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the roadway surface. Other landscaping, except turf grass or ground cover maintained at a height of two and one-half feet, cannot be located closer than three feet from the edge of a driveway.
- b. The site clearance triangles referred to above are:
 - 1. The area formed at the corner intersection of a public right-of-way and a driveway, two sides of the triangle area being ten feet in length measured along the right-of-way line and access drive line and the third side being a line connecting these two sides. For the purpose of plantings located in the lawn extension/terrace, the site clearance triangle extends beyond the right-of-way line to the curb/edge of pavement at an angle perpendicular to both of those lines.

The area formed at a corner intersection of two public right-of-way lines, the two sides of the triangular area being 20 feet in length measured along the abutting public right-of-way lines and the third side being a line connecting these two sides. For the purpose of plantings located in the lawn extension/terrace, the site clearance triangle extends beyond the right-of-way line to the curb/edge of pavement at an angle perpendicular to both of those lines.



Driveway



Public Rights-of-Way

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022
Agenda Item: New Business
Subject: **Amendment to Traffic Control Order 1981-1**

Background:

TCO 1981-1 states there are to be Yield Signs on River St. at N. Manning Street for both west bound and east bound traffic. This amendment request is to replace the Yield signs with Stop signs in both directions. A review of the area by the Department of Public Services Director and myself shows there is a large number of vehicles parked on the east side of N. Manning Street north of River Street which can cause a vision obstruction for west bound traffic on River Street. This request is both a preventive measure as well as making this intersection consistent with the other intersections of River Street.

Recommendation:

Approval of this request is recommended.

Scott A. Hephner



Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER
1981-1
(AMENDED)

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

This traffic control order is hereby amended as follows: **Stop signs will replace the Yield Signs for eastbound/westbound traffic at the intersection of River and N. Manning St.**


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



Chief of Police

08/30/22
Date

Received for filing in the office of the City Clerk at 4:00 p.m. on the 30 day of August, 2022.



City Clerk

08/30/22
Date

RESOLUTION # _____

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

Passed in open Council this _____ day of _____, 2022.

Adam L. Stockford, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: New Business

SUBJECT: Baw Beese Park System Projects Plan

BACKGROUND: Michelle Loren, Recreation Director

Over the past year, the Recreation Department and the Department of Public Services has turned its focus on the need for revitalization of the City's parks. Much of the equipment is very outdated, no longer meets playground certification regulations and does not speak to inclusive play needs for our population of people with disabilities. In order to address these issues, we have met with Sinclair Recreation and have developed a plan for removal/replacement of equipment and upgrades to the parks. An exciting piece of the Plan is a proposed 18 hole pro golf course on City property adjacent to Waterworks Park/Lakeview Cemetery.

Once approved, the Plan will then be included in the renewal of the City of Hillsdale-Hillsdale Township 5-Year Joint Recreation Plan for approval on the State Level in 2023. This update will be key in moving forward with revitalizing our parks and securing funding resources.

Please click on the link below to view.

https://www.cityofhillsdale.org/sites/default/files/fileattachments/planning_commission/meeting/12931/2022-2027_baw_beese_park_system_master_plan_working_document.pdf

RECOMMENDATION

I recommend Council approve the Baw Beese Park System Projects Plan.



City of Hillsdale
Baw Beese Park System
Master Plan

2022-2027 Edition

Plan Approval and Adoption

Hillsdale City Planning Commission August 17, 2022
Hillsdale City Council _____, 2022

The 2022-2027 edition of the City of Hillsdale Baw Beese Park System Master Plan will expire on December 31, 2027 and will be incorporated in the 2023-2028 5 Year Joint Recreation Plan.

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Chapter 1

Community Description

City of Hillsdale Baw Beese Park System Master Plan

A priority of the City of Hillsdale is to develop and implement a master plan which responds to the recreational desires of its citizens and to plan for enhancements to the park system. A sincere effort was spent in developing this plan which represents the projected needs for facilities and services in the City. For example, the plan provides a clear picture of the recreational opportunities available in the City park system. Nontraditional recreation opportunities such as historic districts and structures are also catalogued as well as traditional parks and recreation facilities.

Location

The City of Hillsdale is located in central Hillsdale County, close to Michigan's border with Northwest Ohio and Northeast Indiana (please see the Regional Location Map). Michigan Highway 99 (M-99) traverses the community and United States Highway 12 (US-12) is located to the north as it traverses the Village of Jonesville. Those thoroughfares provide access to the urbanized areas of Jackson, Ann Arbor, Detroit, Battle Creek, Kalamazoo, and Grand Rapids. The City of Hillsdale has an area of 6.23 square miles.

Chapter 2

Administrative Structure

City of Hillsdale Baw Beese Park System Master Plan

Authorization

In response to identified recreation needs, the Hillsdale City Council developed the City of Hillsdale Baw Beese Park System Master Plan under the authority of Public Act 156 of 1917 (Recreation and Playgrounds). The act “authorizes cities, villages, counties, townships and school districts to operate systems of public recreation and playgrounds” (emphasis added) and allows them to:

- “operate a system of public recreation and playgrounds; acquire, equip and maintain land, buildings or other recreational facilities; employ a superintendent of recreation and assistants; vote and expend funds for the operation of such system.”
- “operate such a system independently or they may cooperate in its conduct in any manner which they may mutually agree; or they may delegate the operation of the system to a recreation board created by any or all of them, and appropriate money, voted for this purpose, to such board” (emphasis added).

The act also allows park systems to operate on “(1) property under its custody and management; (2) other public property;” and “(3) private property, with the consent of the owners.”

A copy of PA 156 of 1917 is available online at [http://www.legislature.mi.gov/\(jydpab552soxemek3mee3h55\)/documents/mcl/pdf/mcl-Act-156-of-1917.pdf](http://www.legislature.mi.gov/(jydpab552soxemek3mee3h55)/documents/mcl/pdf/mcl-Act-156-of-1917.pdf)

Organizational Structure

- **City of Hillsdale.** The responsibility for Hillsdale’s parks and recreation programs is divided among several authorities. For example, the Department of Public Services is responsible for parks and recreation facility maintenance and the Recreation Department administers the municipality’s recreation programs. Planning for the parks and recreation system is provided by the Planning Commission. The City may also utilize volunteers for specific programs and projects. City Council maintains final authority over Hillsdale’s parks and recreation facilities and programs.

Sources of Funding

The City of Hillsdale identifies several potential sources of revenue for their recreation facilities and programs:

- general tax fund dollars
- grants awarded for specific projects; and
- participation fees for recreation programs and use of park facilities; and
- donations from the general citizenry and philanthropic organizations.

General fund tax dollars are used for the maintenance and programming of City parks and recreation facilities and cemeteries as well as their administration, including the cost of producing this Plan. Grants are generally awarded for the acquisition of parkland and the development of a park or recreational facility (e.g., trails, playgrounds, picnic shelters, sports facilities, etc.). Donations to be used at the discretion of the City for a specific facility or program are also accepted. A portion of the local match required of most grants may also come from the City or donations. Grants for parks and recreational facilities are likely to come from several sources:

■ **The Michigan Department of Natural Resources**

- The Michigan Natural Resources Trust Fund
- The Land and Water Conservation Fund¹
- Michigan Recreation Passport Fund

■ **The Michigan Department of Transportation**

- The Transportation Enhancement Program¹

¹ This is a Federal program administered locally by the State of Michigan.

Chapter 3

Recreation and Resource Inventories

City of Hillsdale Baw Beese Park System Master Plan

Park Inventory

The recreation inventory is comprised of all parks and recreation facilities and programs available to the residents of the City, not just those owned and managed by the local units of government. The facilities and programs were identified through local knowledge and review of current and historic documents and maps.

Municipal Parks and Recreation Facilities

The City of Hillsdale provides ten formal parks which contain a variety of recreation facilities. Waterworks Park, Owen Memorial Park, Sandy Beach Park, and the Baw Beese Trail form an important component of the City's park system centered on Baw Beese Lake. The other parks are distributed throughout Hillsdale.

CITY OF HILLSDALE PARKS

	NAME	ACRES	FACILITIES	BFA*
A	SAM LOPRESTO PARK	5.8	2 BASEBALL DIAMONDS, GREEN SPACE	1
B	MRS. STOCKS PARK	8.8	PAVILION WITH ELECTRIC, PICNIC TABLES, GARDENS AND LANDSCAPING, SCULPTURES, POND WITH FOUNTAINS, ISLAND, ST. JOSEPH RIVER	2
C	WATERWORKS PARK	8.3	PLAYGROUND EQUIPMENT, GRILLS, DNR BOAT LAUNCH, FISHING AREAS, SWIMMING AREA, PICNIC TABLES, PARKING AREA, PORTABLE RESTROOM FACILITIES	1
D	OWEN MEMORIAL PARK	37.3	2 PLAY AREAS, 2 PAVILIONS WITH ELECTRIC AND WATER, GRILLS, PICNIC TABLES, BENCHES, FISHING AREAS, SWIMMING AREA, DISC GOLF COURSE, GREEN SPACE, BOAT SLIPS, 2 WHARF, PORTABLE RESTROOM FACILITIES	2
E	SANDY BEACH PARK		BEACH, PLAYGROUND, GRILLS, PICNIC TABLES, 2 SAND VOLLEYBALL COURTS, REGULATION SIZE BASKETBALL COURT, BOAT SLIPS, DOCKING SYSTEM, CONCESSIONS/PLUMBED RESTROOMS	
F	KEEKOOSE PARK	3.3	BASEBALL DIAMOND WITH SEATING, PLAYGROUND, GREEN SPACE	1
G	FIELDS OF DREAMS	58.6	3 BASEBALL FIELDS (2 SCOREBOARDS), 2 SOCCER FIELDS (1 SCOREBOARD), PAVILION, BLEACHERS, BENCHES, PLAYGROUND, CONCESSIONS, PLUMBED RESTROOMS, IRRIGATION 2 SYSTEM, STORAGE BUILDING WITH INDIVIDUAL UNITS	

H	COLD SPRINGS PARK	2.1	PICNIC TABLES, PLAYGROUND, GRILLS, OPEN PLAY AREA, STREAM, POND	1
I	ORVILLE MYER PARKWAY	13.4	GREENSPACE	1

Soils

The primary soil types within the City of Hillsdale are placed in the Fox-Boyer Association which is characterized as “nearly level to steep, very deep, well drained sandy loams and loamy sand outwash plains.” The remaining soils are placed in the Riddles-Hillsdale Association which is characterized as “gently sloping to steep, very deep, well drained, loamy soils on ground moraines and end moraines.”²

Topography

The wetlands around the St. Joseph River in the City of Hillsdale are a low point with an elevation of 1,066 feet. Baw Beese Lake and portions of the City of Hillsdale have an elevation of 1,099. High points are located along the western edge of the City of Hillsdale with an elevation of 1,197 feet.

Land Use

Commercial uses predominate along M-99 (please see the Future Land Use map) and industrial uses are recommended adjacent to that area. Public/quasi-public uses are recommended along parts of the St. Joseph River, the Barber Lakes, and Baw Beese Lake. Residential uses are recommended for the majority of the City of Hillsdale.

Water Resources

The St. Joseph Watershed covers the entire Hillsdale area. The river flows through the City of Hillsdale south to north and the Hillsdale Mill Pond is an impoundment of the river. Baw Beese Lake, Bull Head Lake, Winona Lake, and the Barber Lakes are located on the periphery of the City of Hillsdale. Wetlands are located primarily along the peripheries of local rivers and streams. These resources offer the opportunity to educate students about the importance of aquatic resources, the natural and manmade features which affect them, and the need to protect them.

² All information is adapted from the Soil Survey of Hillsdale County, Michigan.

Chapter 4

Goals and Objectives

City of Hillsdale Baw Beese Park System Master Plan

Goals and Objectives

The following mission statement was developed for the plan:

To provide diverse, year-round recreational opportunities for all, enhance our natural setting and make the City of Hillsdale a destination for recreation.

The following goals and objectives were developed to implement the mission statement:

#1	<p>Enhance current and develop new opportunities for Hillsdale area residents and visitors to participate in a variety of recreational activities.</p> <ul style="list-style-type: none">a. Continue to manage website and social media sites providing up to date information with regard to activities and facilities; andb. Assist in the development of community festivals and events; andc. Partner with local entities, including schools to develop environmental education/nature center and other community wide recreation programs; andd. Explore funding opportunities for the improvement and development of recreational facilities; ande. Continue with park renovations/improvements/developments creating recreation destinations within the City; namely the Baw Beese component and trails connectivity.f. Continue to explore new recreation program opportunities; andg. Implement a plan recognizing the need for adaptive/inclusive and sensory recreational opportunities.
#2	<p>Create a community identity that enhances the City's positive attributes and natural resources.</p> <ul style="list-style-type: none">a. Identify and promote existing recreation opportunities as they relate to what makes the area unique; andb. Continue to enhance branding, wayfinding, logos, etc.... as they relate to that which sets the area apart; andc. Collaborate with area businesses, industry, and educational institutions that serve the recreational consumer; andd. Continue to develop the Recreation website.

#3

Improve the area park system by enhancing existing facilities and planning for expansion of additional recreational spaces.

- a. Continue to develop and promote the Baw Beese component of the park system as a recreation destination; and
- b. Explore and determine feasibility of campground development/expansion; and
- c. Improve existing parks and facilities and equipment; and
- d. Explore funding of recreational opportunities; and
- e. Promote connectivity of the park system through trails; and
- f. Create uniform wayfinding and parks identification systems; and
- g. Encourage year-round use of parks; and
- h. Encourage public participation in renovation of local parks; and
- i. Promote implementation of adaptive/inclusive and sensory recreational opportunities.

#4

Expansion and improvement of trails in the City.

- a. Continue to promote trail system development with emphasis on loops; and
- b. Construct a trail connecting the Jonesville Rail Trail to the Hillsdale Baw Beese Trail; and
- c. Participate in place making focus groups to design and help implement ability to walk/Promote opportunities to walk/bike to destinations, i.e. downtown districts, parks, schools, etc.; and
- d. Encourage non-motorized transportation to destinations through promotion (i.e.; signage, bike racks, parking); and
- e. Develop printed and electronic mapping systems of current and proposed trails available to the public via publication and internet.

Background Information

Input into developing the goals and objectives listed above included:

- existing recreation facilities available to City residents, regardless of the provider;
- the health, age, and disabilities of City residents;
- possible funding and acquisition opportunities for land and facilities; and
- responses from the recreation survey and the trail network map.

#1. **Enhance current and develop new opportunities for Hillsdale area residents and visitors to participate in a variety of recreational activities**

The Hillsdale Area is rich with a multitude of recreation facilities and programs as well as natural resources, however; more needs to be done to promote and increase opportunities to enjoy those community assets. Ongoing development of the website must continue providing current recreation information which will peak the interest of its viewers.

The development of a youth advisory board, development of community festivals, and environmental education are examples of areas of improvement and expansion of the recreational experience in the area. These objectives bring forth the realization of the importance of alternative funding be it through business/industry, fee structures, grants or volunteer services.

The renovation of Sandy Beach by Hillsdale Rotary has created a recreation destination along the Baw Beese Lake park system in the City of Hillsdale. It has spawned the need for a Baw Beese Master Plan outlining a plan for all of the parks and the Baw Beese Trail for upgrades and continuity, enhancing the entire system. The inclusion of adaptive/inclusive play equipment for our much underserved population of individuals with disabilities will be key in the revitalization of the City's parks.

As improvements are made and programming is expanded, funding becomes crucial. Building strong relationships with business and industry is of most importance. Promotion of recreation as a key factor in a stable, healthy environment and its impact on business and industry is key.

#2 Continue developing community identity that enhances the City's positive attributes and natural resources

The creation of a city brand promoting area recreation opportunities and natural resources will help to create this identity. The drafting of this plan which highlights non-traditional as well as traditional recreation facilities and programs and natural resources is an important first step. Sustaining a webpage on the City's website is also needed if the creation of a brand for the city is to be realized. The cooperation of area businesses is also needed to create a brand, especially those that serve recreational consumers. Another way of creating a city identity is through a signature festival. The promotion of recreation and natural resources should also encourage greater usage of recreational facilities and programs which will result in a healthier community.

#3 Continue to improve the area park system by enhancing existing facilities and planning for expansion of additional recreational spaces

The City of Hillsdale, in collaboration with local service clubs, has spent the last nine years focusing on the enhancement and renovation of its park system. Re-energizing the parks, many of which have historical value within the City, will help to improve recreational opportunities for residents of all ages and attract visitors into the area. The Baw Beese component of the park system is comprised of three parks: Waterworks Park, Sandy Beach, and Owen Memorial Park, along with a large portion of the Baw Beese Trail. Sandy Beach has been a focus for the local Rotary Club. With vast improvements which include a renovated beach front, a new play area, enhanced sand volleyball courts, the addition of an outdoor basketball court, and a revitalized concession stand/restroom facility, Sandy Beach has regained its vitality winning two "Best of the Best" awards for best Local Tourist Attraction and best Family Amusement destination. Playground equipment at Owen Memorial Park has experienced a facelift with the help of Key Opportunities, a local non-profit organization that helps those citizens who are handicapped/disadvantaged. New playground equipment is part of a bigger plan for park improvements, but will have to be done as funding becomes available. Plans being made in collaboration with a local business to make drastic improvements to the nine hole disc golf course and plans to repurpose the vacant house that sits on the property is on the horizon. Bronze nature sculptures created and donated by a local artist (Heritage Association) will join the bronze bears which appear along the Baw Beese Trail for users to enjoy as they use the trail.

A strong partnership between the City of Hillsdale, Hillsdale Garden Club, and the Mrs. Stock's Park Committee has resulted in an award winning renovation to Mrs. Stock's Park in downtown Hillsdale over the last several years. Expansion of the gardens continues and projects such as sheltered picnic tables, and additional seating throughout the park are examples of the dedication of these partnerships as well as community involvement.

Cold Springs Park, one of a handful of neighborhood parks has been adopted by the local Kiwanis Club. The park consists of two artesian wells, a stream, pond, and vintage play equipment. The vintage play equipment has been refurbished and reinstalled along with new swings coming in the fall of 2022. The Club is making plans to do a multi-phase restoration of the park in an attempt to bring the park back to life and make it a place for the neighborhood to enjoy once again. Projects such as this have sparked conversations with regard to refurbishment of other small parks in the City as well.

As improvements to the parks are being made, special attention is being placed on improving and creating barrier free access to restroom facilities, parking, and play equipment. Also significant in the planning is compliance with recreation guidelines for safety. Due to budget constraints, safety upgrades have been limited. The City's Recreation Department continues to inventory and evaluate the needs for safety upgrades with a certified playground inspector. Because of the vastness of play areas in the City, improvements will be made in phases. Environmental awareness is also a focus in the design process, particularly along the waterfront and parks containing ponds and streams. Areas of interest and concern are preserving/restoring natural habitats and shoreline erosion restoration/prevention. A marina exists along Baw Beese Lake consisting of 111 dock slips. With shoreline erosion being an ongoing issue, construction of new seawalls and refurbishment of existing seawalls is one step toward slowing the erosion problem currently facing the City's waterfront parks.

Encouraging the year-round use of parks is a goal of the City of Hillsdale. While none of the parks offer organized winter activities, residents occasionally pick up cross country skiing in the parks and on private property as well as sledding/tobogganing, and ice skating.

Chapter 6

Action Projects

City of Hillsdale Baw Beese Park System Master Plan

Action Projects

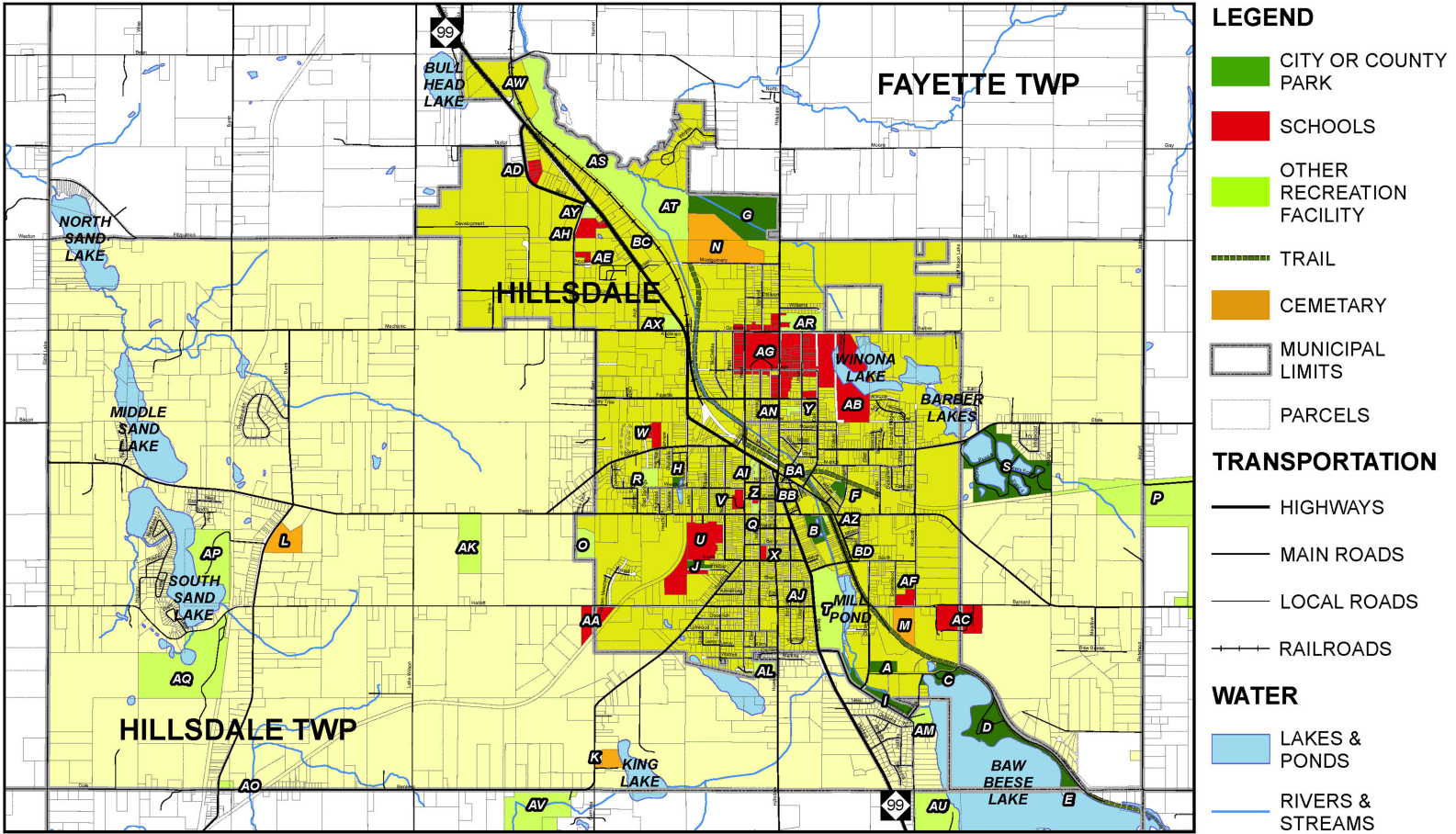
The action program selected for the 2022-27 park revitalization planning period contains the following initiatives:

1. Phase I is to consist of the removal of play equipment in Waterworks and Owen Memorial Park that are deemed unsafe or of no recreational value. The Department of Public Services will begin removal of these pieces Fall of 2022 and Spring of 2023. The installation of fall zones around specific pieces Waterworks Park will also take place during Phase I Spring of 2023.
2. Phase II will consist of the replacement pieces following the removal of those in Phase I. Specifically, the Ship, Fish, and slide at Owen Memorial and the Merry-Go-Round and swing set at Waterworks Park. New structures will meet ADA and Inclusive Play standards.
3. Phase III will then incorporate the removal and replacement of the Rockets at both Owen Memorial and Waterworks Parks. New structures will meet ADA and Inclusive Play standards.
4. An 18 hole pro disc golf course on city property adjacent to Waterworks Park has been proposed by a local business. Funding for the course will be a combination of City funds, local businesses, and a disc golf league. A heavily used 9 hole course is currently located at Owen Memorial Park. The addition of an 18 hole course will not only relieve the congestion of golfers and park users, but will lend opportunity to hold pro disc golf tournaments and create economic opportunity for the Hillsdale area. The target date for implementation is Spring of 2023.

Appendix A

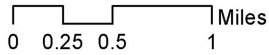
Maps

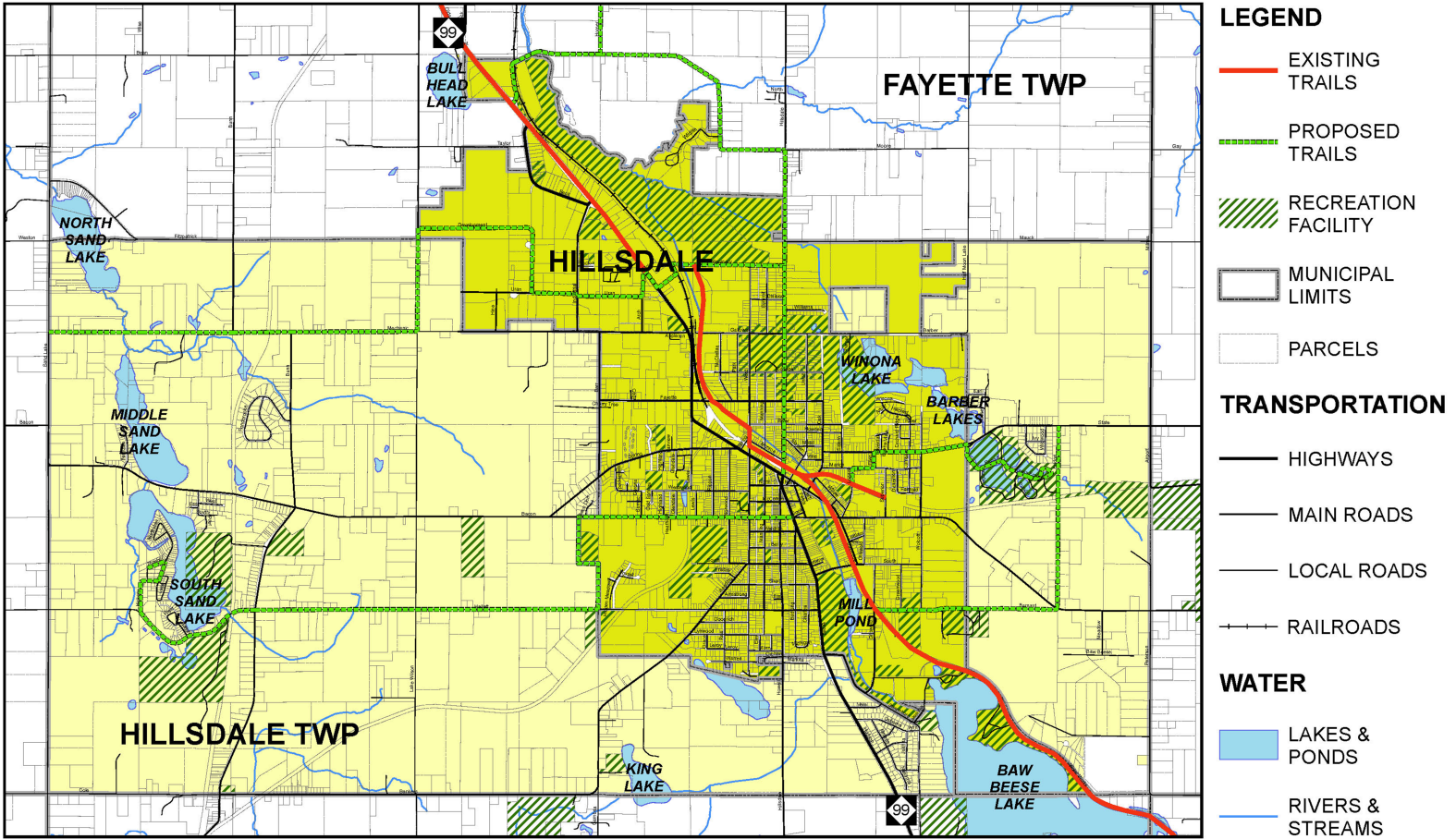
City of Hillsdale



CITY OF HILLSDALE AND HILLSDALE TOWNSHIP

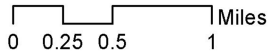
RECREATION

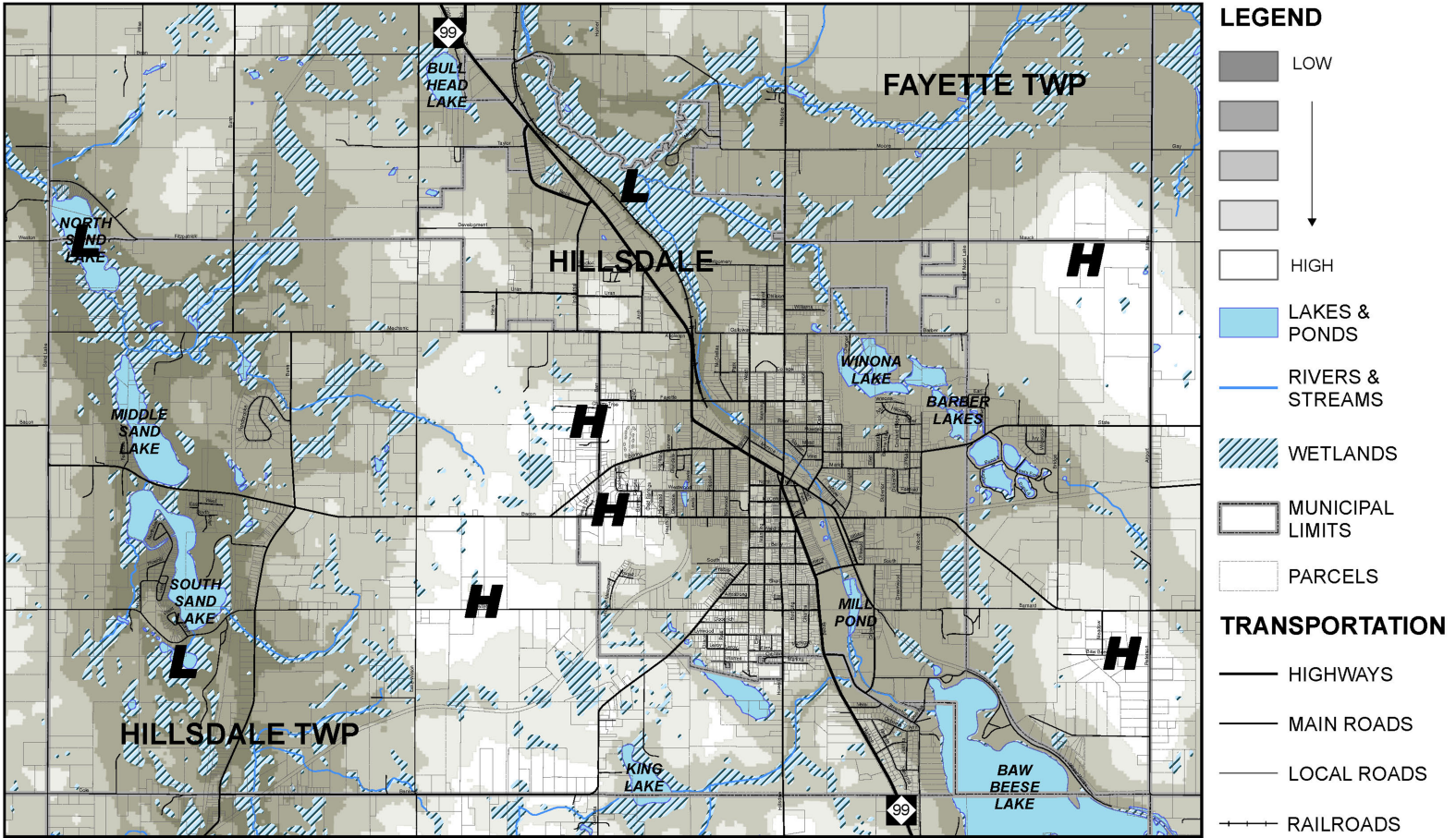




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HILLSDALE TOWNSHIP

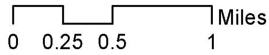
TRAIL NETWORK





CITY OF HILLSDALE AND
HILLSDALE TOWNSHIP

HYDROLOGY & TOPOGRAPHY



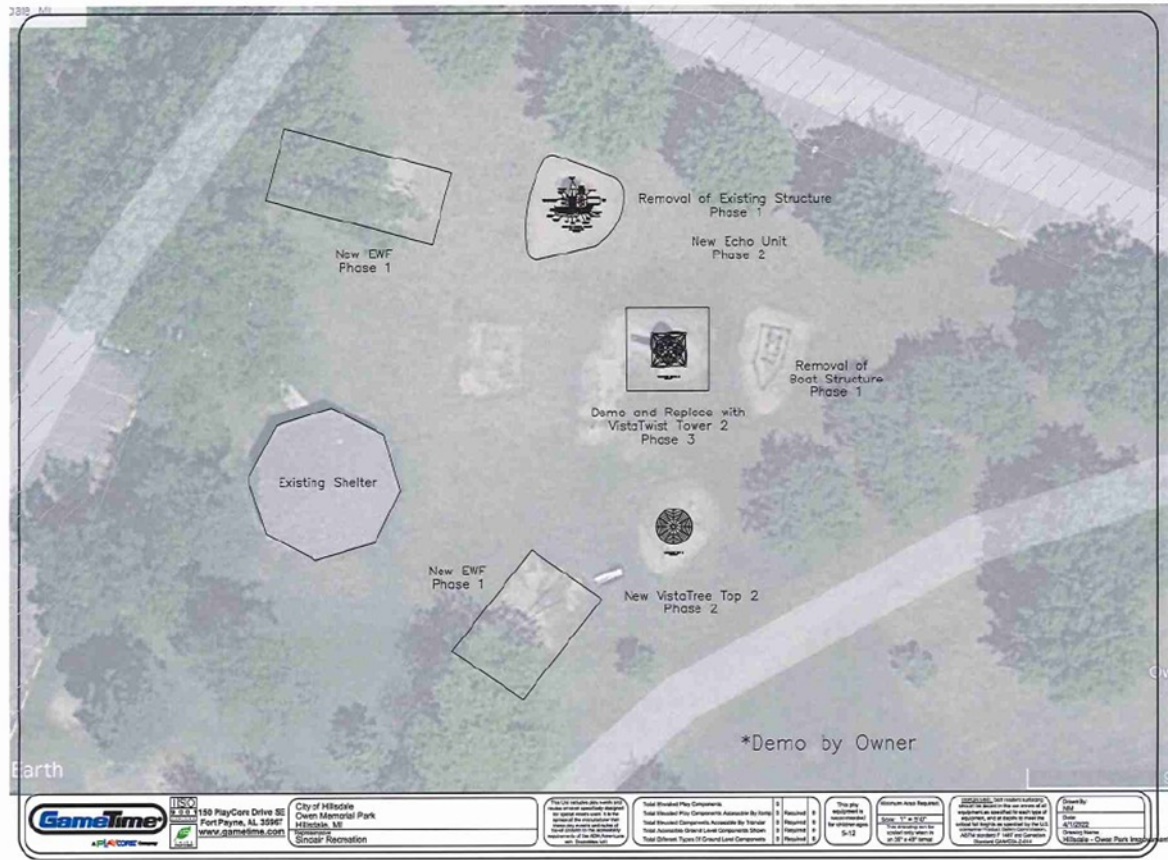
Appendix B

Proposed Projects

City of Hillsdale

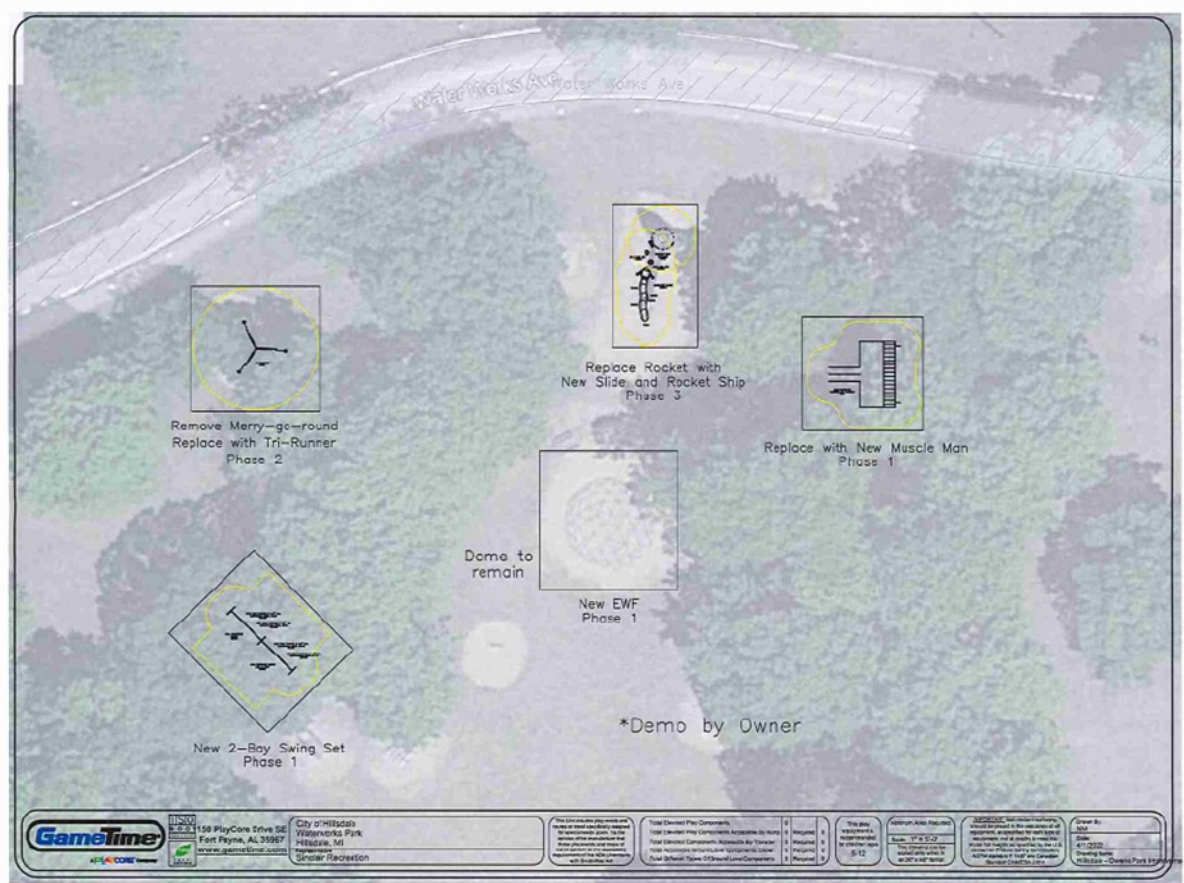
Owen Memorial Park, Waterworks Park, Disc Golf Course

OWEN MEMORIAL PARK REVITALIZATION



280 WATERWORKS DRIVE, HILLSDALE, MI 49242

WATERWORKS PARK REVITALIZATION



281 WATERWORKS DRIVE, HILLSDALE, MI 49242





City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: New Business

SUBJECT: 2023 Special Assessment District - SAD# 23-07, Westwood Area

BACKGROUND PROVIDED BY STAFF: Kristin Bauer, City Engineer

City Charter requires that once City Council directs the City Engineer to prepare plans, specifications and cost estimates for a proposed special assessment district and said project documents are completed a public hearing shall be set to hear support or objections for said project. Attached are a portion of the plans and cost estimates for the Westwood Area Special Assessment District (SAD# 23-07).

The estimated cost for the overall construction project is \$5,852,465. The Special Assessment portion of this work, street reconstruction and storm sewer, is estimated to be \$2,681,664. City funds will cover an estimated amount of \$2,265,914 (84%) of eligible project costs with approximately \$415,750 (16%) being covered through the special assessment to property owners, there are 88 parcels currently associated with this SAD. The project cost split is in accordance with the City's Policy on Special Assessment Districts for Street Projects presented to the City Council on February 1, 2021. It is important to note that the total assessed cost to the affected property owners will not go above the policy maximum assessment limit of \$5,000 per parcel or 25% of the property value per Hillsdale Ordinance Chapter 2, Article V, Section 2-335, whichever is the lesser amount.

Upon City Council setting the public hearing date, the City Clerk shall publish notice of the meeting once each week for two successive weeks in the local newspaper. Additionally, the City Assessor shall notify affected property owners in writing of the proposed district, estimated costs and repayment terms of said district.

According to the City Charter, Sec. 2-335 Hearing procedure, "If more than 50% of the number of owners of privately owned real property to be assessed for such improvement shall object **in writing** to the proposed improvement, the improvement shall not be made without the affirmative vote of seven of the members of the council."

RECOMMENDATION: City staff recommends City Council set October 3, 2022 as the public hearing date for consideration to establish Special Assessment District (SAD# 23-07) – Westwood Area

NOT FOR CONSTRUCTION

WESTWOOD AREA RECONSTRUCTION

FOR CITY OF HILLSDALE

HILLSDALE COUNTY MICHIGAN



HILLSDALE
COUNTY

COUNTY KEY

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SANITARY SEWER PLAN & PROFILE SHEETS.....	
WATER MAIN PLAN & PROFILE SHEETS.....	
STORM SEWER PLAN & PROFILE SHEETS.....	

CITY OF HILLSDALE

97 N BROAD STREET
HILLSDALE, MICHIGAN 49242
(517) 437-6440

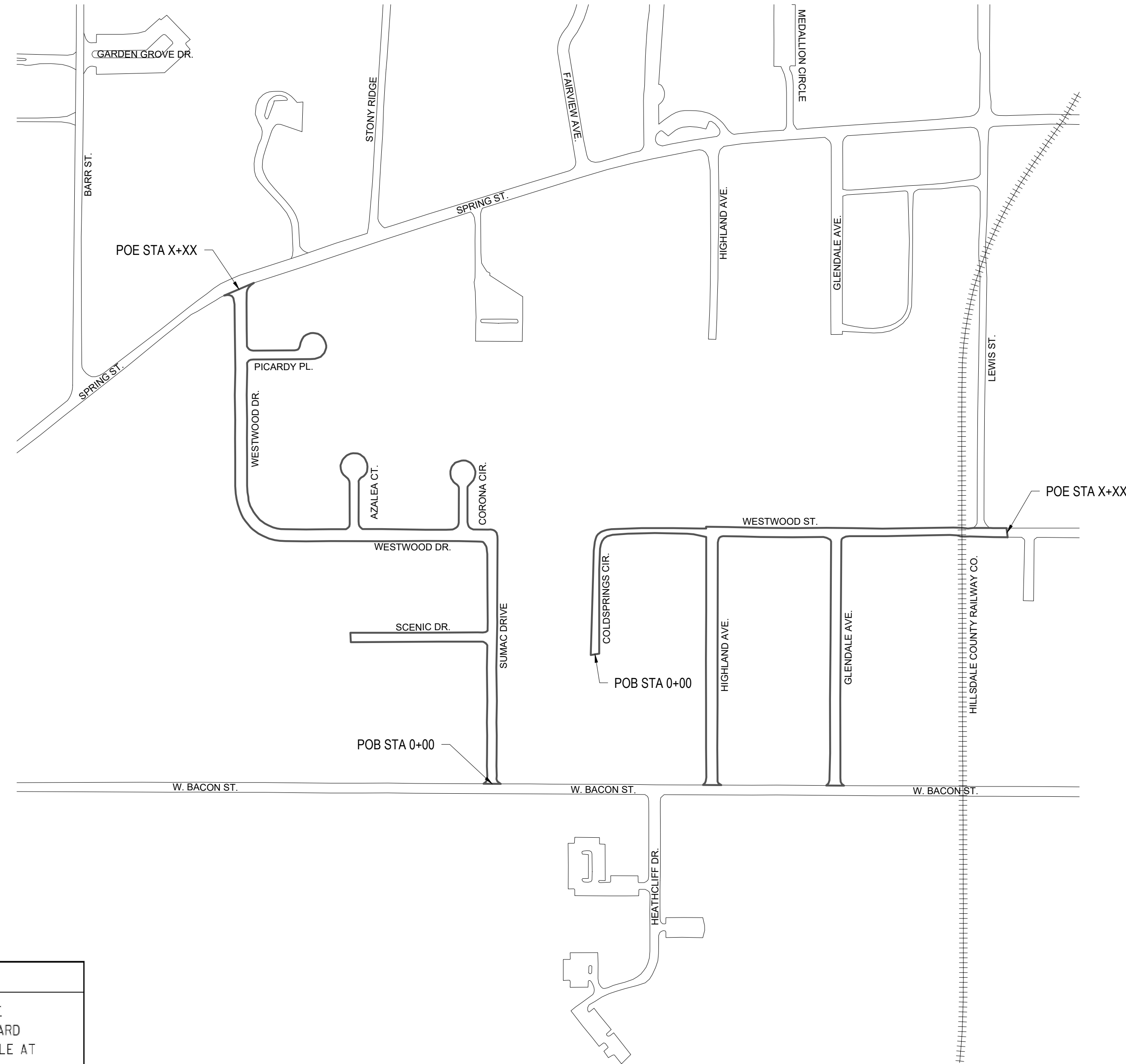
- MAYOR.....ADAM STOCKFORD
- CITY MANAGER.....DAVID MACKIE
- ENGINEER.....KRISTIN BAUER
- CLERK.....KATY PRICE
- TREASURER.....PETER MERRITT
- COUNCIL MEMBER.....GREG STUCHELL
- COUNCIL MEMBER.....TONY VEAR
- COUNCIL MEMBER.....WILL MORRISEY
- COUNCIL MEMBER.....CINDY PRATT
- COUNCIL MEMBER.....BRUCE SHARP
- COUNCIL MEMBER.....BILL ZEISER
- COUNCIL MEMBER.....ROBERT SOCHA
- COUNCIL MEMBER.....RAY BRINER

STANDARD PLANS

CONSTRUCTION OF THE FOLLOWING ITEMS, WHERE CALLED FOR ON THE PLANS, WILL BE CONSTRUCTED ACCORDING TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS AS INDICATED. ALL STANDARD PLANS NECESSARY FOR THIS PROJECT ARE ON FILE AT THE ENGINEER'S OFFICE.

ITEM OF WORK	MDOT STANDARD PLAN NO.
DRAINAGE STRUCTURES	R-1-G *
COVER G	R-12-E
BEDDING AND FILLING AROUND PIPE CULVERTS	R-82-D
UTILITY TRENCHES	R-83-C
SOIL EROSION & SEDIMENTATION	R-96-E

*SPECIAL DETAIL



SPECIFICATIONS

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY OF HILLSDALE.

CONTRACT FOR:
1.24 MILES OF ROAD RECONSTRUCTION, CONCRETE CURB AND GUTTER, CONCRETE DRIVE APPROACHES, SITE RESTORATION, THE INSTALLATION OF 6,590 LFT OF 8" WATER MAIN, THE INSTALLATION OF 2,583 LFT OF 10" SANITARY SEWER, THE INSTALLATION OF 1,103 FT OF STORM SEWER AND DRAINAGE ALONG SUMAC DRIVE, WESTWOOD DRIVE, SCENIC DRIVE, CORONA COURT, AZALEA COURT, PICARDY PLACE, COLD SPRINGS CIRCLE, WESTWOOD STREET, HIGHLAND AVENUE, AND GLENDALE AVENUE IN THE CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN.

APPROVALS

APPROVED: _____ DATE: _____
CITY OF HILLSDALE

APPROVED: _____ DATE: _____
REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S SEAL



2193 ASSOCIATION DRIVE
SUITE 2000
OKEMOS, MI 48864
TEL: (517) 316-9292
FAX: (517) 316-9233



PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

**WESTWOOD AREA
RECONSTRUCTION**
WESTWOOD AREA

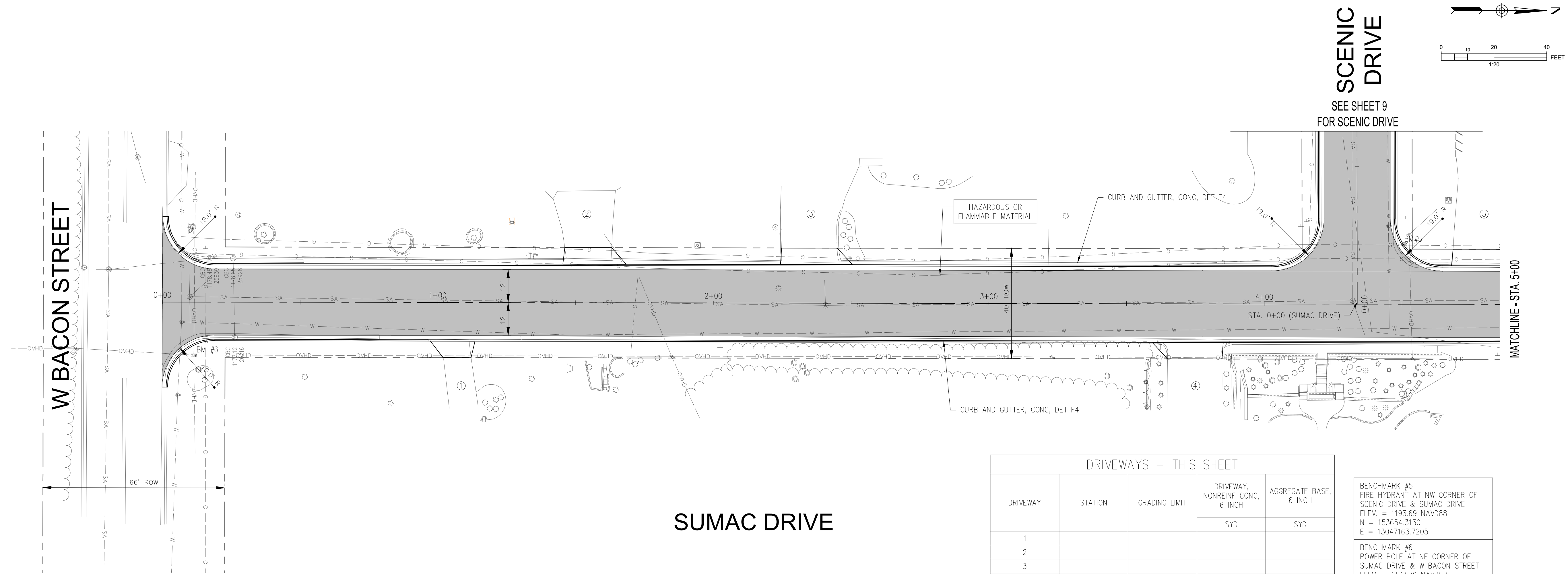
TITLE SHEET

NO.	DATE	BY	DESCRIPTION
1	9/12/2022	ACH	PRELIMINARY DESIGN PLANS

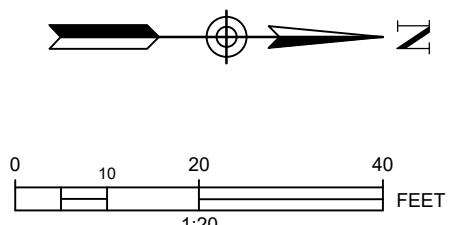
237 NORTH MAIN STREET
ADRIAN, MI 49221
TEL: 517.263.4515

PROJECT DATE: 04/22/2022
PROJECT NO.: H820202
DRAWN BY: JPP
CHECKED BY: ACH

NOT FOR CONSTRUCTION



SCENIC DRIVE
SEE SHEET 9
FOR SCENIC DRIVE



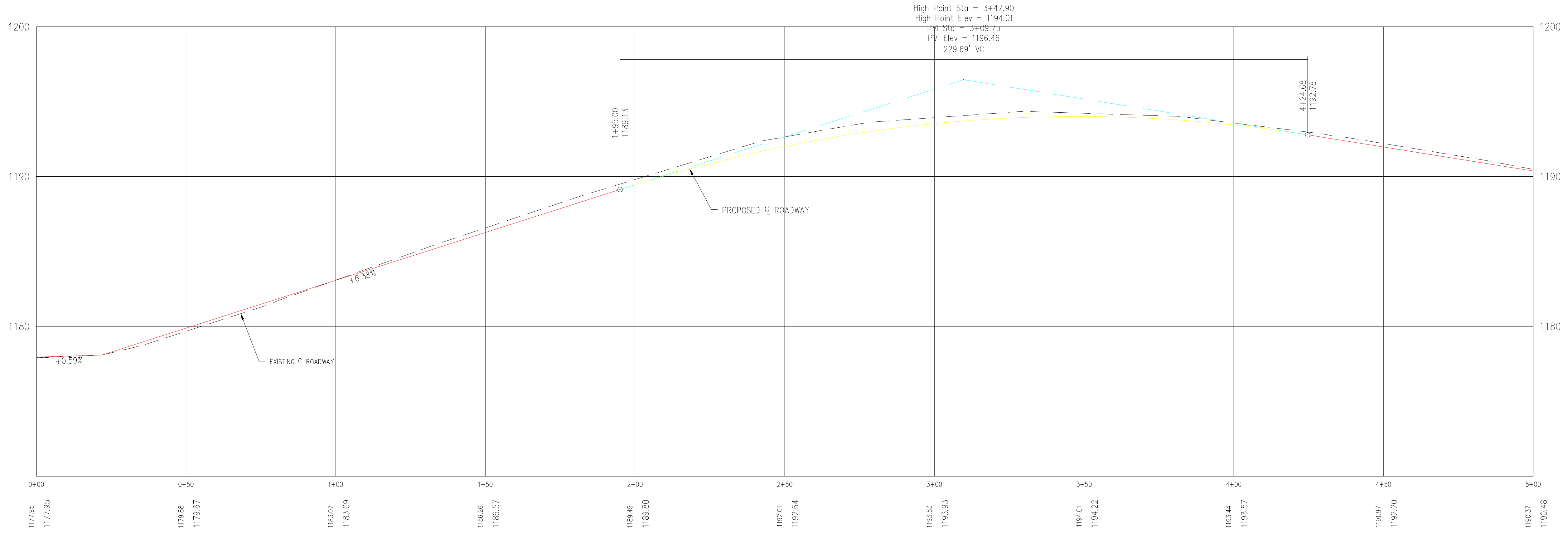
SUMAC DRIVE

DRIVEWAYS - THIS SHEET

DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
1			SYD	SYD
2				
3				
4				
5				

BENCHMARK #5
FIRE HYDRANT AT NW CORNER OF
SCENIC DRIVE & SUMAC DRIVE
ELEV. = 1193.69 NAVD88
N = 153654.3130
E = 13047163.7205

BENCHMARK #6
POWER POLE AT NE CORNER OF
SUMAC DRIVE & W BACON STREET
ELEV. = 1177.79 NAVD88
N = 153214.8473
E = 13047203.7200



NO.	1	DATE	9/16/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515		PROJECT DATE:	04/22/2022	PROJECT NO.:	H820002	DRAWN BY:	JPP
		CHECKED BY:					ACH

TECHNICAL SKILL:
CREATIVE SPIRIT.

Mannik Smith GROUP
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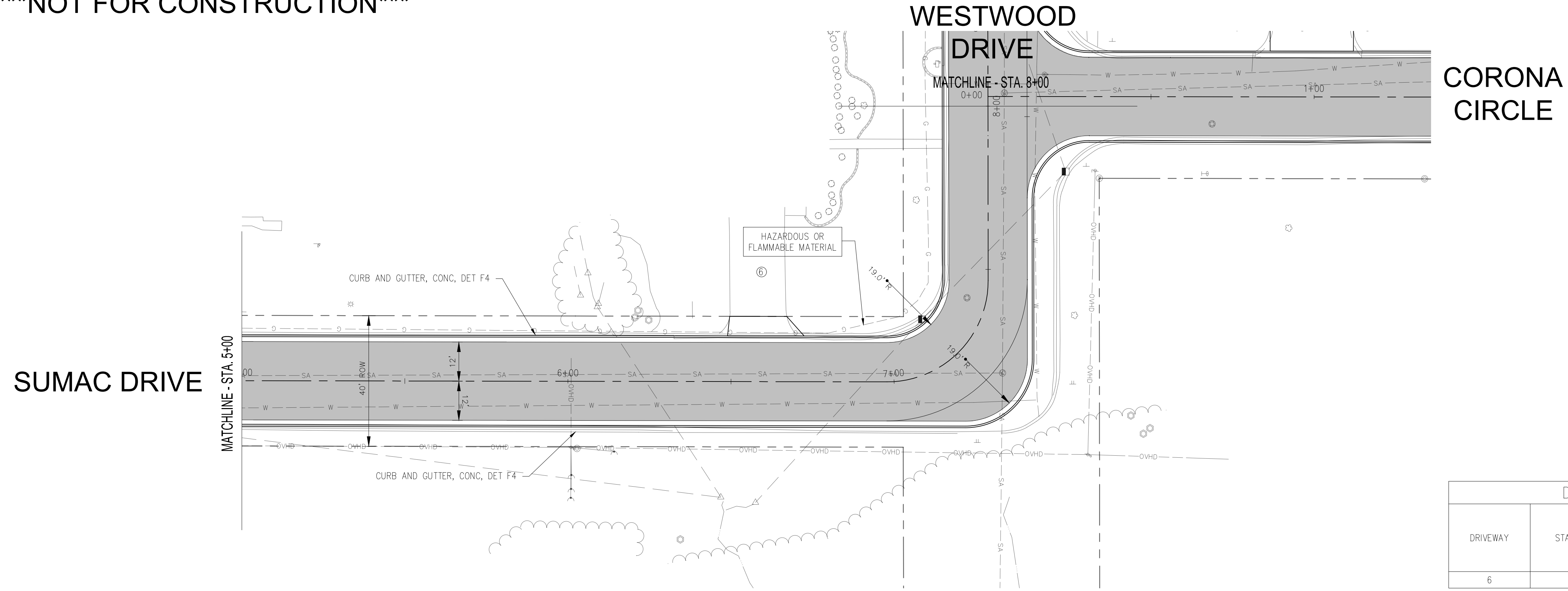
PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

WESTWOOD AREA
RECONSTRUCTION
WESTWOOD AREA

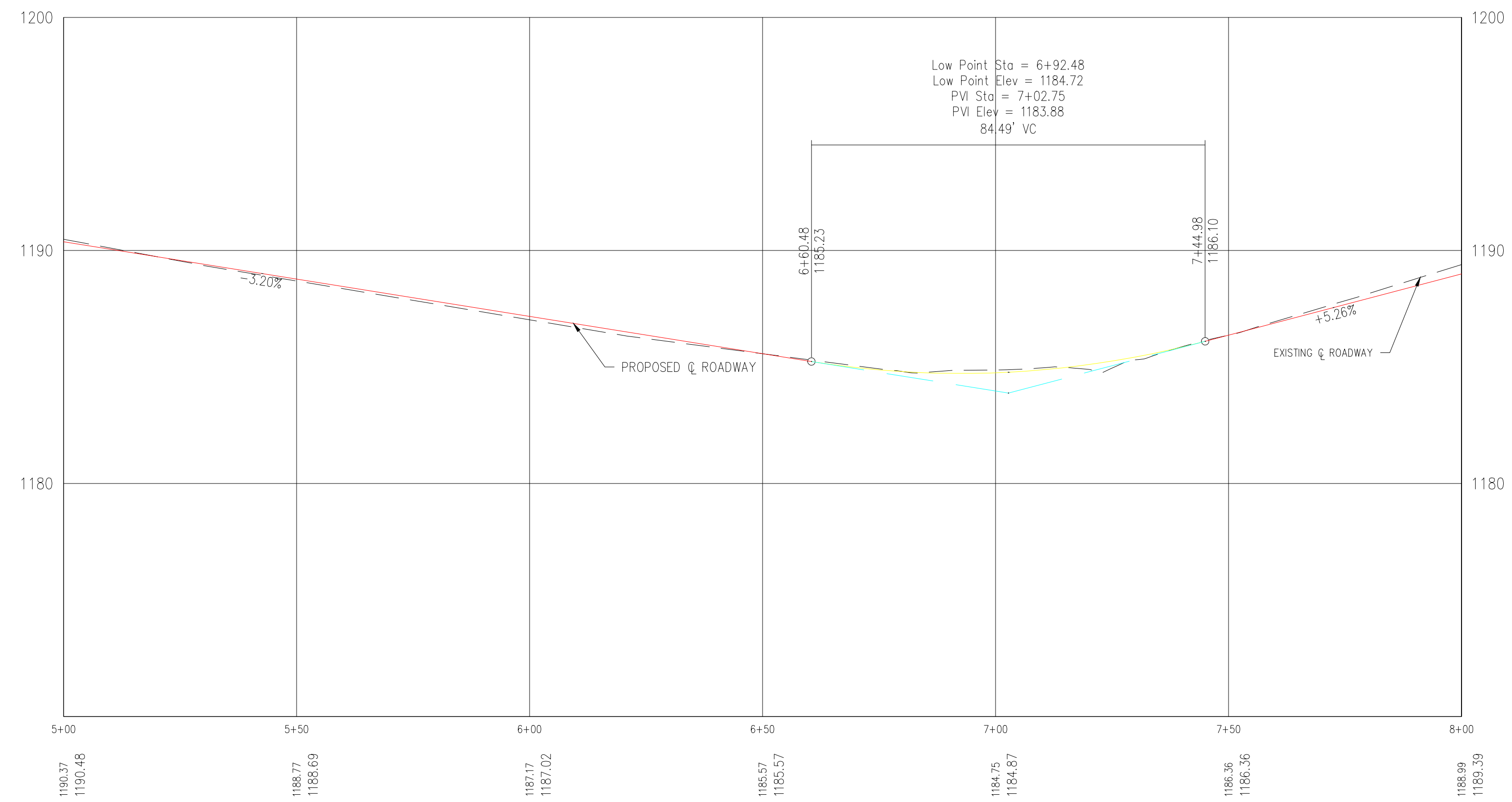
Sumac Drive
Plan & Profile
Sta. 0+00 To Sta. 5+00

10 XX

NOT FOR CONSTRUCTION



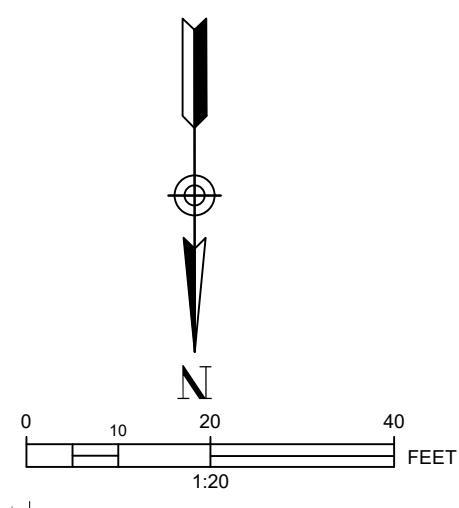
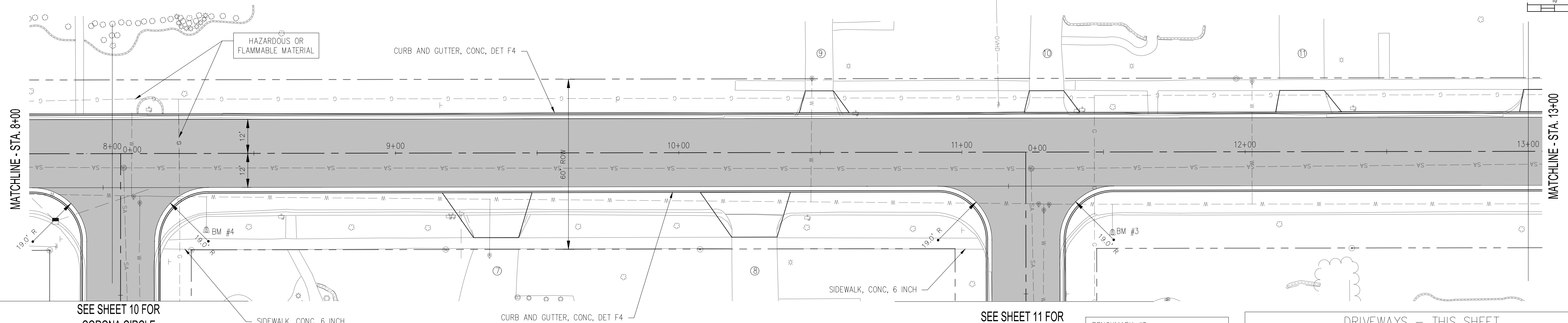
DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
6			SYD	SYD



NO. 1		DATE 9/14/2022	BY ACH	DESCRIPTION PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515		PROJECT DATE: 04/20/2022	PROJECT NO.: H862002	DRAWN BY: JPP
			CHECKED BY:	ACH
 TECHNICAL SKILL: CREATIVE SPIRIT.				
PREPARED FOR: CITY OF HILLSDALE 97 BROAD STREET HILLSDALE, MI 49242				
WESTWOOD AREA RECONSTRUCTION WESTWOOD AREA				
SUMAC DRIVE PLAN & PROFILE Sta. 5+00 To Sta. 8+00				
11		XX		

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NOT FOR CONSTRUCTION



MATCHLINE - STA. 8+00

MATCHLINE - STA. 13+00

SEE SHEET 10 FOR CORONA CIRCLE

SEE SHEET 11 FOR AZALEA COURT

CORONA CIRCLE

WESTWOOD DRIVE

AZALEA COURT

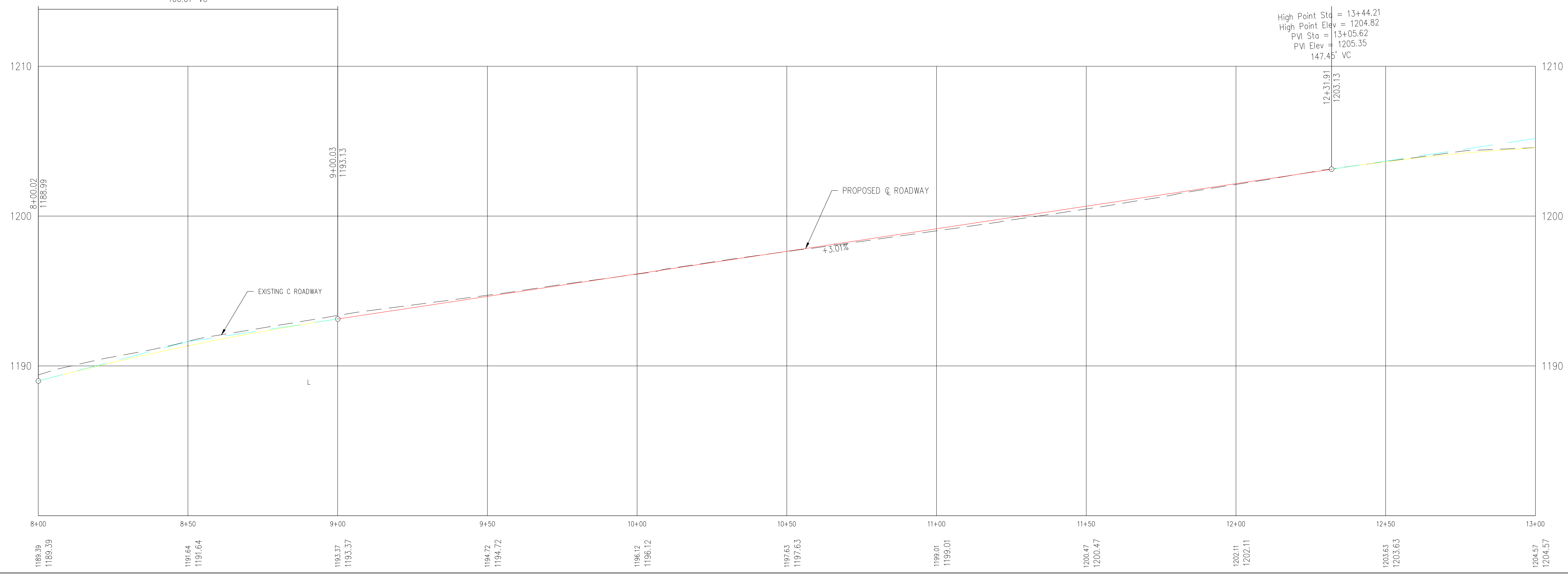
BENCHMARK #3
"X" CUT ON E BOLT OF HYDRANT
NW CORNER OF WESTWOOD DRIVE &
AZALEA COURT
ELEV. = 1201.22 NAVD88
N = 153960.0447
E = 13046748.0878

BENCHMARK #4
FIRE HYDRANT AT NW CORNER OF
CORONA CIRCLE & WESTWOOD DRIVE
ELEV. = 1192.60 NAVD88
N = 153959.0789
E = 13047068.0405

DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
7				
8				
9				
10				
11				

High Point Elev = 1193.13
PVI Sta = 8+50.00
PVI Elev = 1191.62
100.01' VC

High Point Sta = 13+44.21
High Point Elev = 1204.82
PVI Sta = 13+05.62
PVI Elev = 1205.35
147.45' VC



NO.	DATE	BY	DESCRIPTION
1	9/14/2022	ACH	PRELIMINARY DESIGN PLANS

237 NORTH MAIN STREET
ADRIAN, MI 49221
TEL: 517.263.4515

PROJECT DATE: 04/22/2022
PROJECT NO.: H820002
DRAWN BY: JPP
CHECKED BY: ACH

TECHNICAL SKILL:
CREATIVE SPIRIT.

Mannik Smith GROUP
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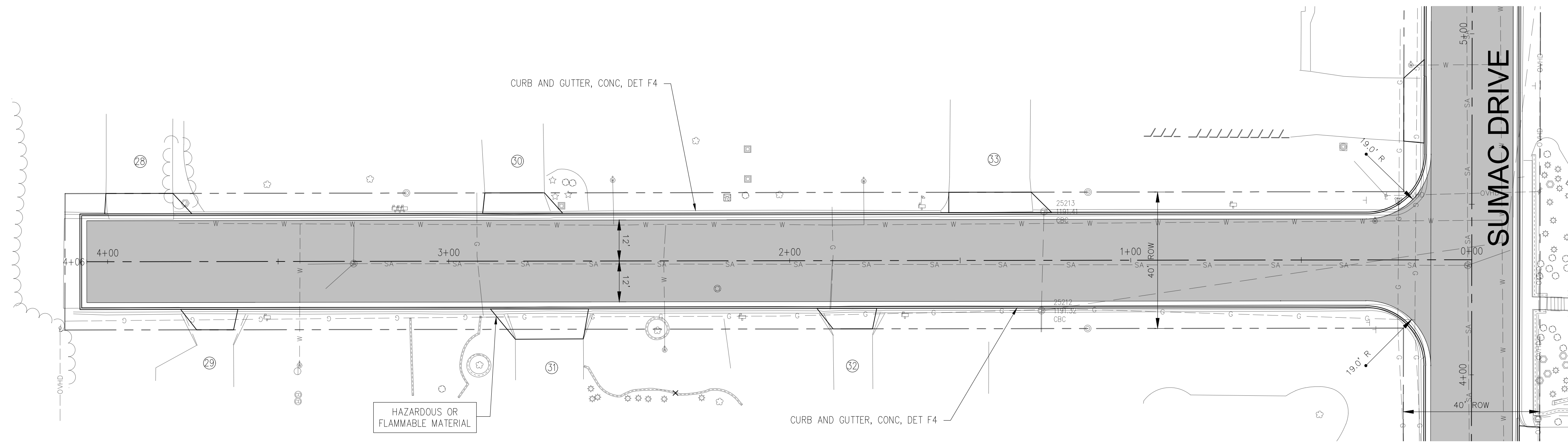
PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

WESTWOOD AREA
RECONSTRUCTION
WESTWOOD AREA

WESTWOOD DRIVE
PLAN & PROFILE
Sta. 8+00 To Sta. 13+00

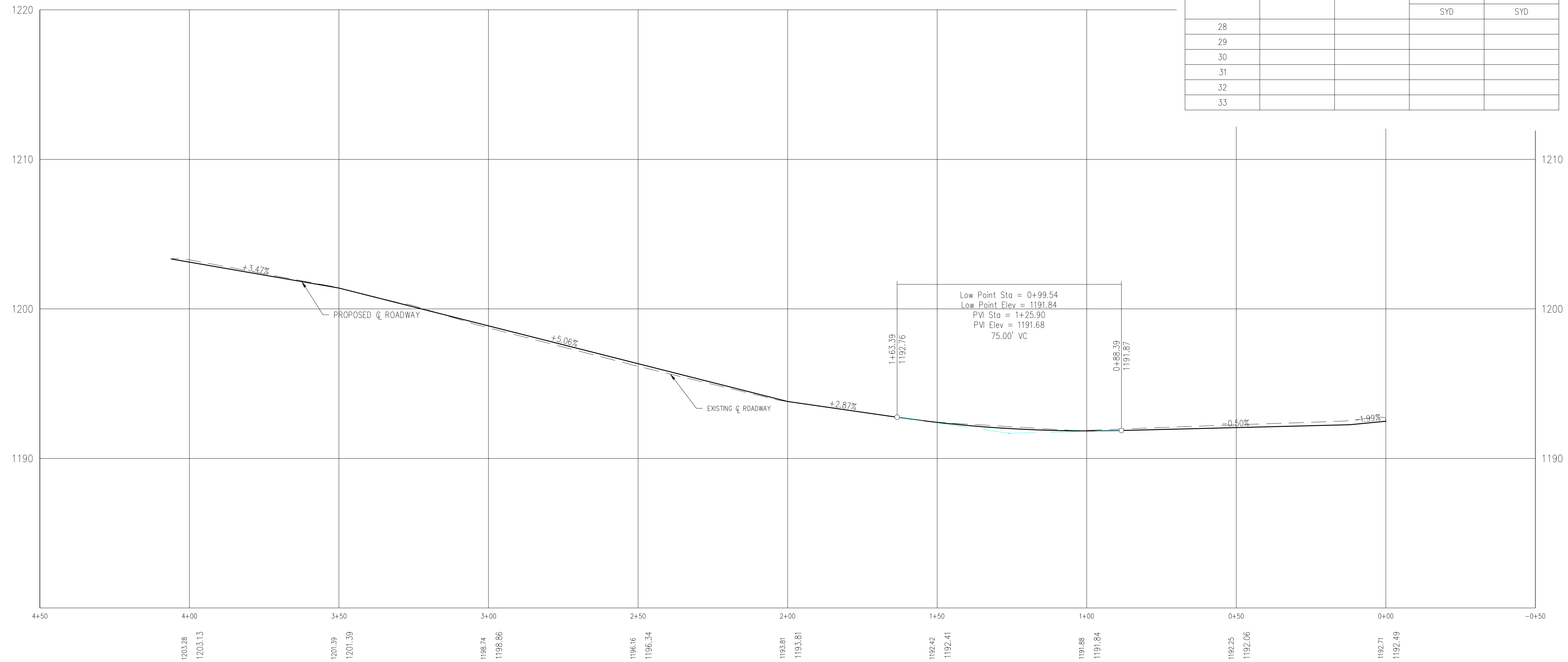
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NOT FOR CONSTRUCTION



SCENIC DRIVE

DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
28			SYD	SYD
29				
30				
31				
32				
33				



NO.	1	DATE	9/14/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515		PROJECT DATE:	04/22/2022	PROJECT NO.:	H820002	DRAWN BY:	JPP
		CHECKED BY:					ACH

TECHNICAL SKILL:
CREATIVE SPIRIT.

Mannik Smith GROUP
www.MannikSmithGroup.com

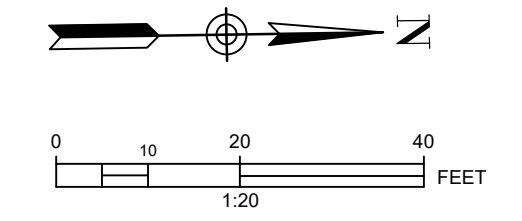
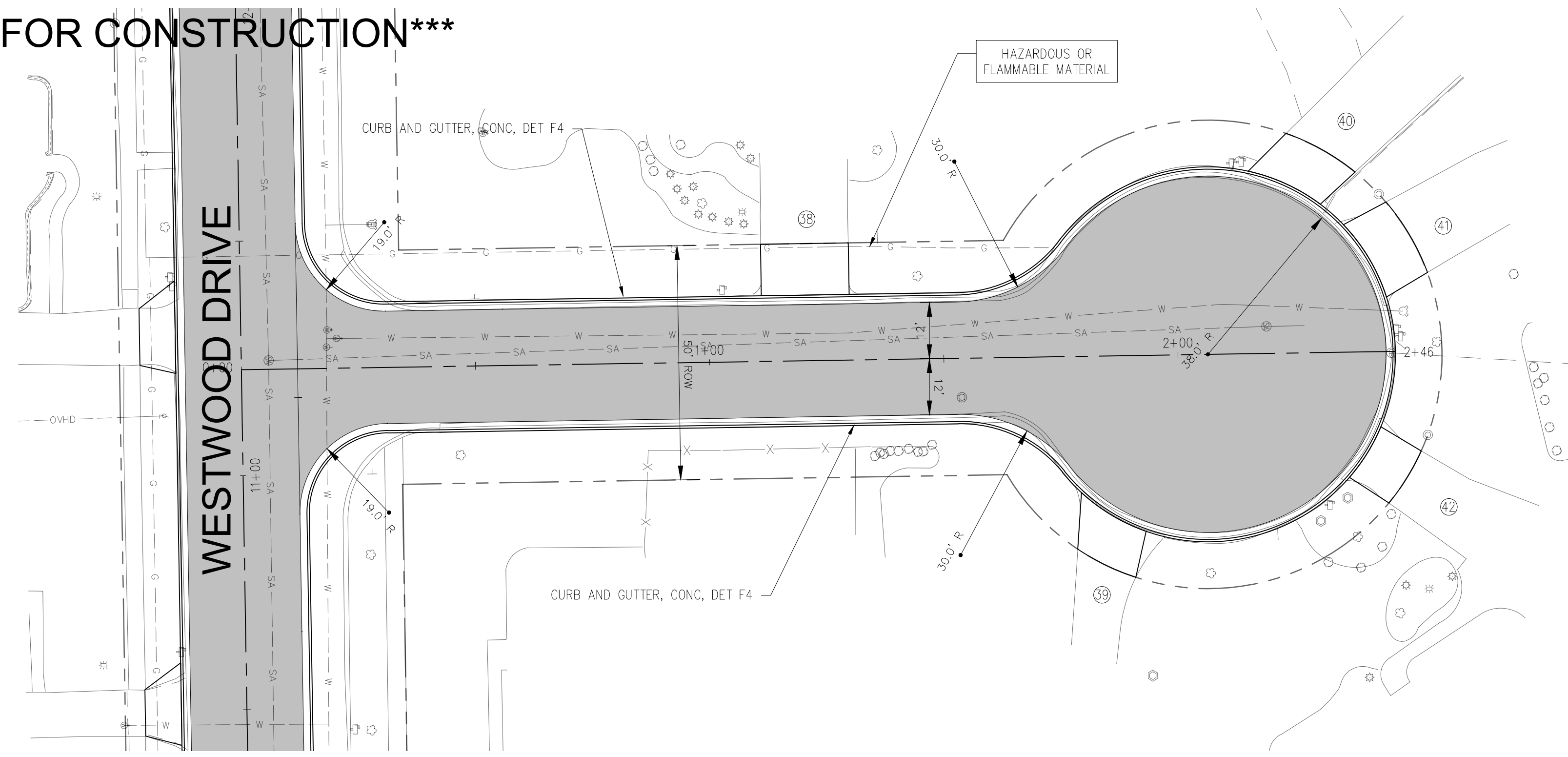
PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

WESTWOOD AREA
RECONSTRUCTION
WESTWOOD AREA

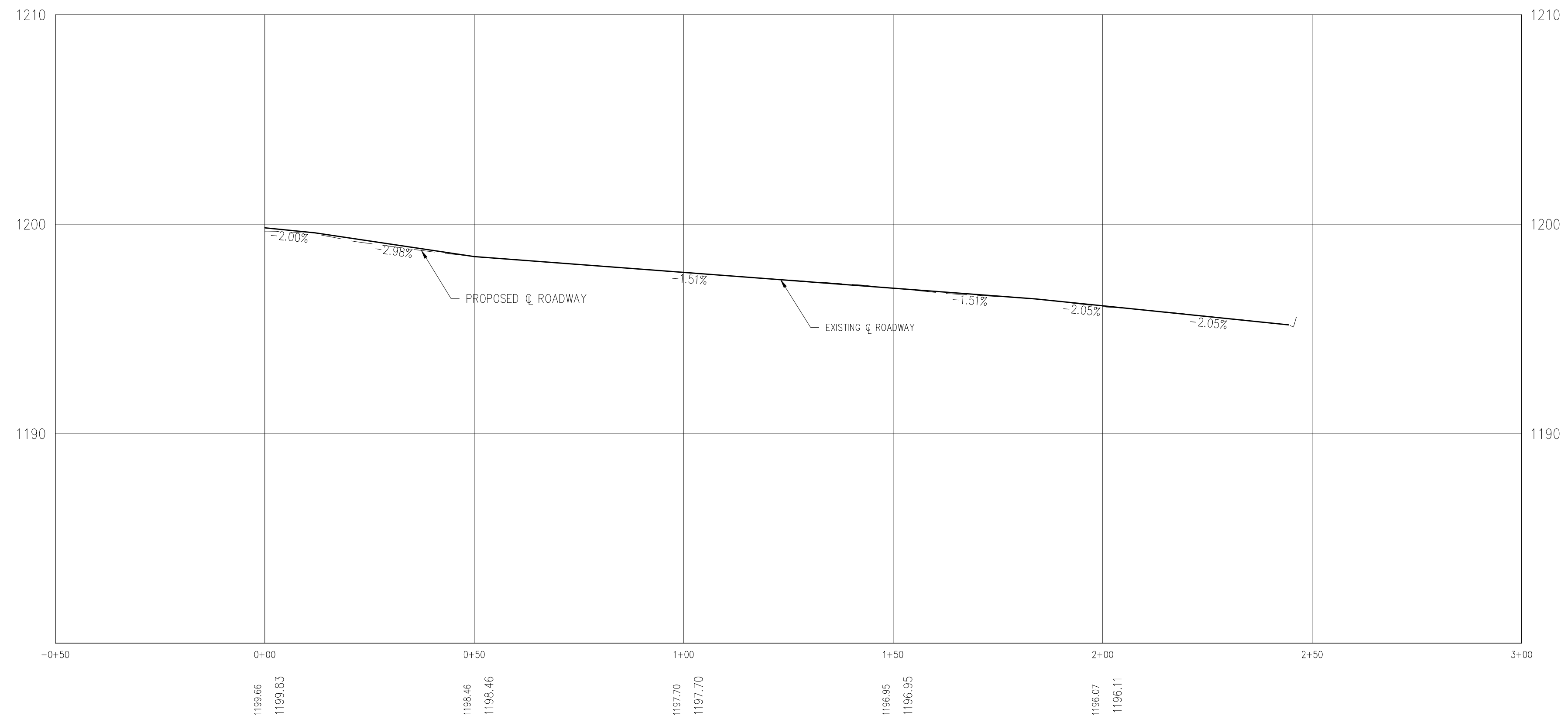
SCENIC DRIVE
PLAN & PROFILE
Sta. 80+00 To Sta. 83+50

15 XX

NOT FOR CONSTRUCTION



DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
38				
39				
40				
41				
42				



NO.	1	DATE	9/14/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515		PROJECT DATE:	04/20/2022	PROJECT NO.:	H820002	DRAWN BY:	JPP
		CHECKED BY:					ACH

TECHNICAL SKILL:
CREATIVE SPIRIT.
www.MannikSmithGroup.com

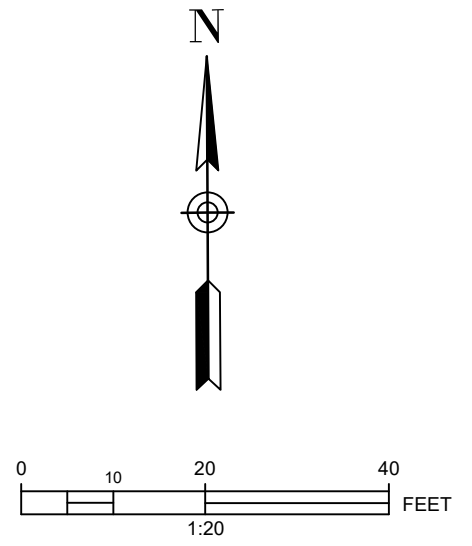
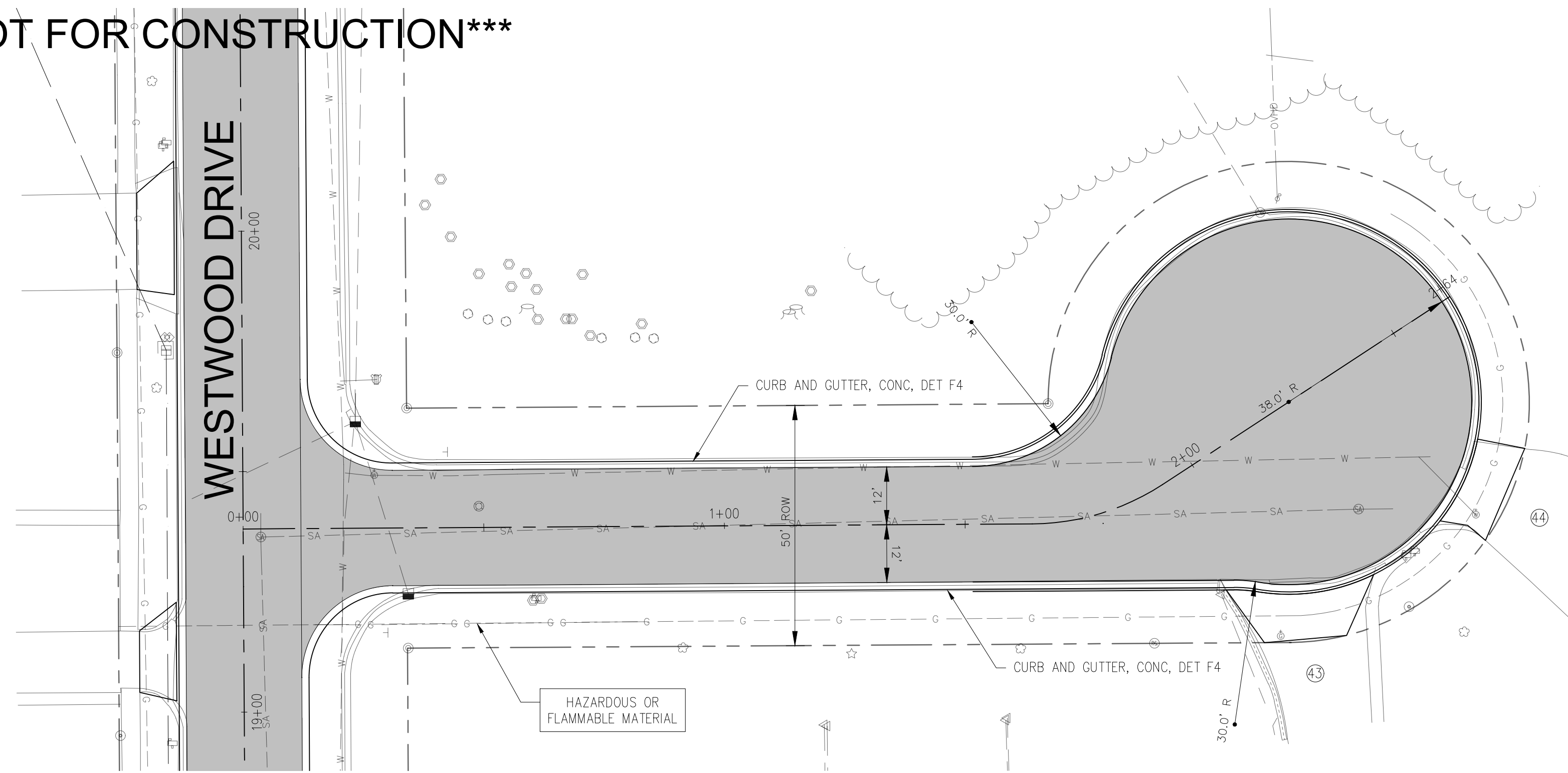
PREPARED FOR:
CITY OF HILLSDALE
 97 BROAD STREET
 HILLSDALE, MI 49942

WESTWOOD AREA RECONSTRUCTION
 WESTWOOD AREA

AZALEA DRIVE PLAN & PROFILE
 Sta. 60+50 To Sta. 62+42

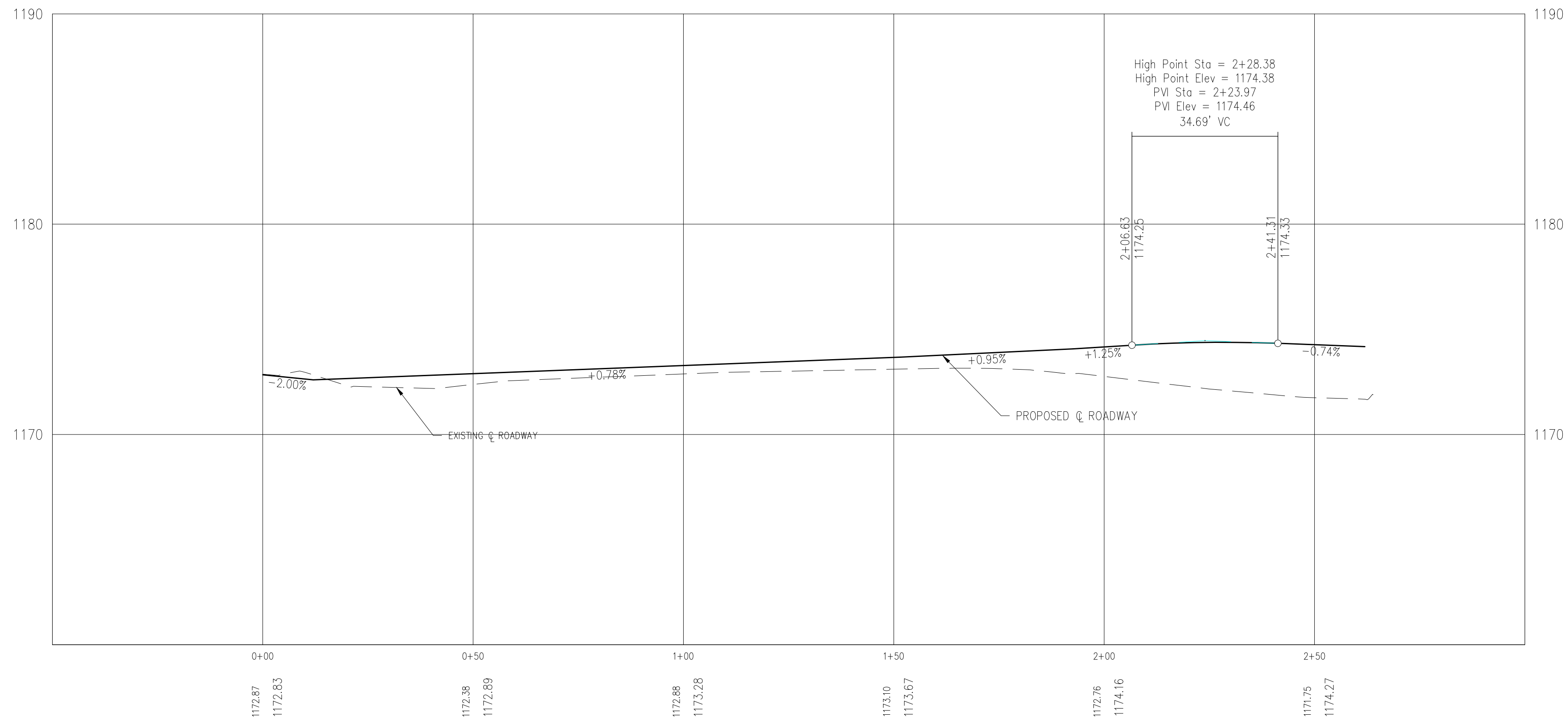
17 XX

NOT FOR CONSTRUCTION



PICARDY PLACE

DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
43				
44				



DESCRIPTION: PRELIMINARY DESIGN PLANS

DATE: 9/14/2022

BY: ACH

NO. 1

PROJECT: 237 NORTH MAIN STREET, ADRIAN, MI 49221, TEL: 517.263.4615

PROJECT DATE: 04/20/2022

PROJECT NO.: H820002

DRAWN BY: JPP

CHECKED BY: ACH

TECHNICAL SKILL: CREATIVE SPIRIT.

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PREPARED FOR: CITY OF HILLSDALE

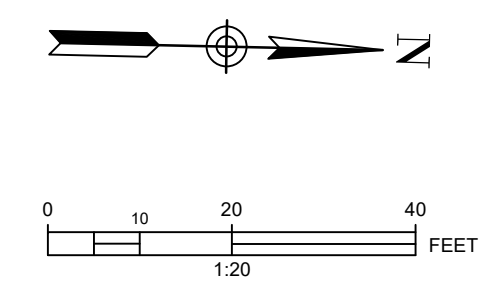
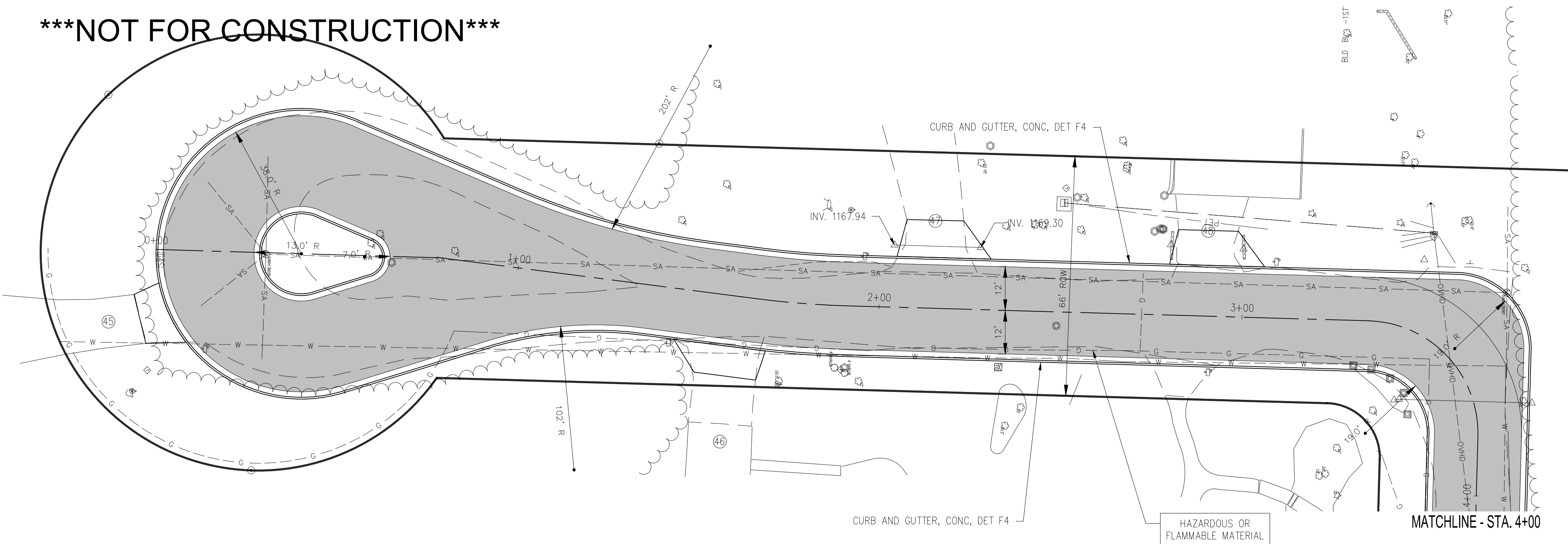
97 BROAD STREET, HILLSDALE, MI 49242

WESTWOOD AREA RECONSTRUCTION WESTWOOD AREA

PICARDY DRIVE PLAN & PROFILE Sta. 50+50 To Sta. 52+40

18 XX

NOT FOR CONSTRUCTION



DRIVEWAYS - THIS SHEET

DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
45				
46				
47				
48				

NO.	DATE	BY	DESCRIPTION
1	9/14/2022	ACH	PRELIMINARY DESIGN PLANS

237 NORTH MAIN STREET
ADRIAN, MI 49221
TEL: 517.263.4515

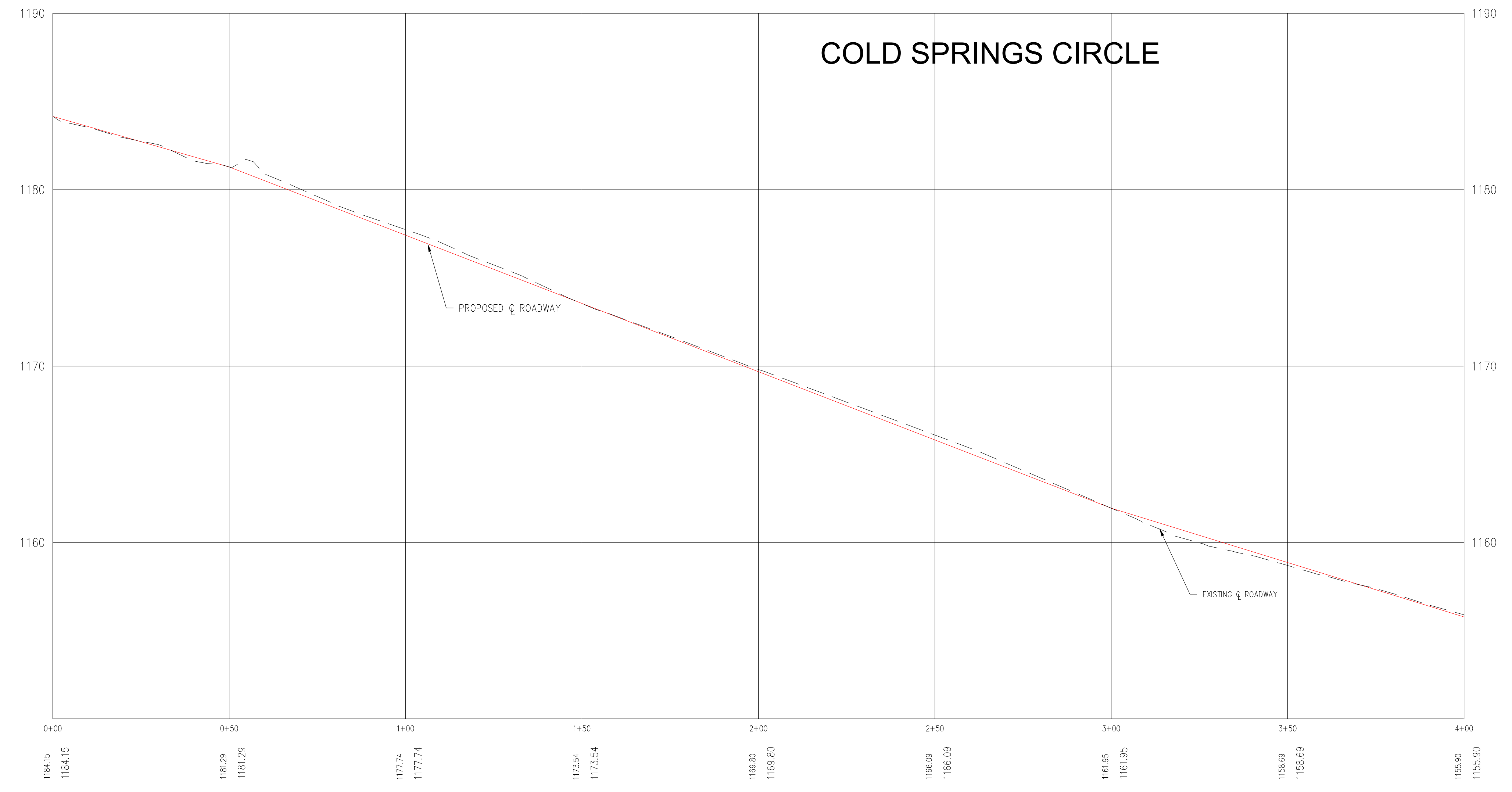
PROJECT DATE: 04/20/2022
PROJECT NO.: H820002
DRAWN BY: JPP
CHECKED BY: ACH



PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

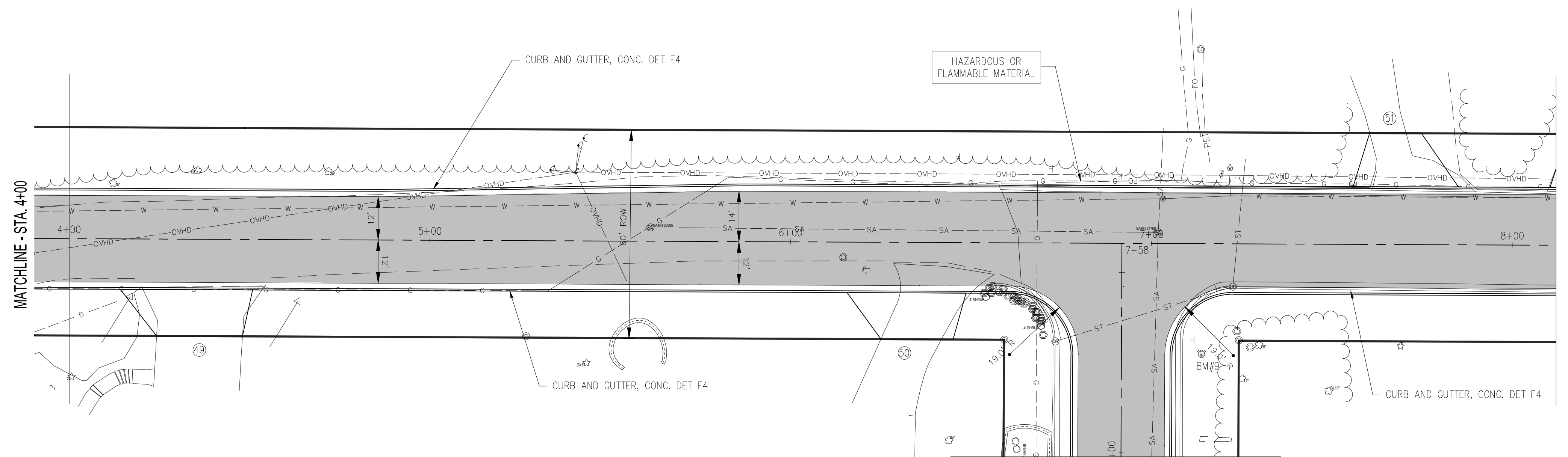
WESTWOOD AREA RECONSTRUCTION
WESTWOOD AREA

COLD SPRINGS CIRCLE PLAN & PROFILE
Sta. 100+00 To Sta. 105+00



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NOT FOR CONSTRUCTION



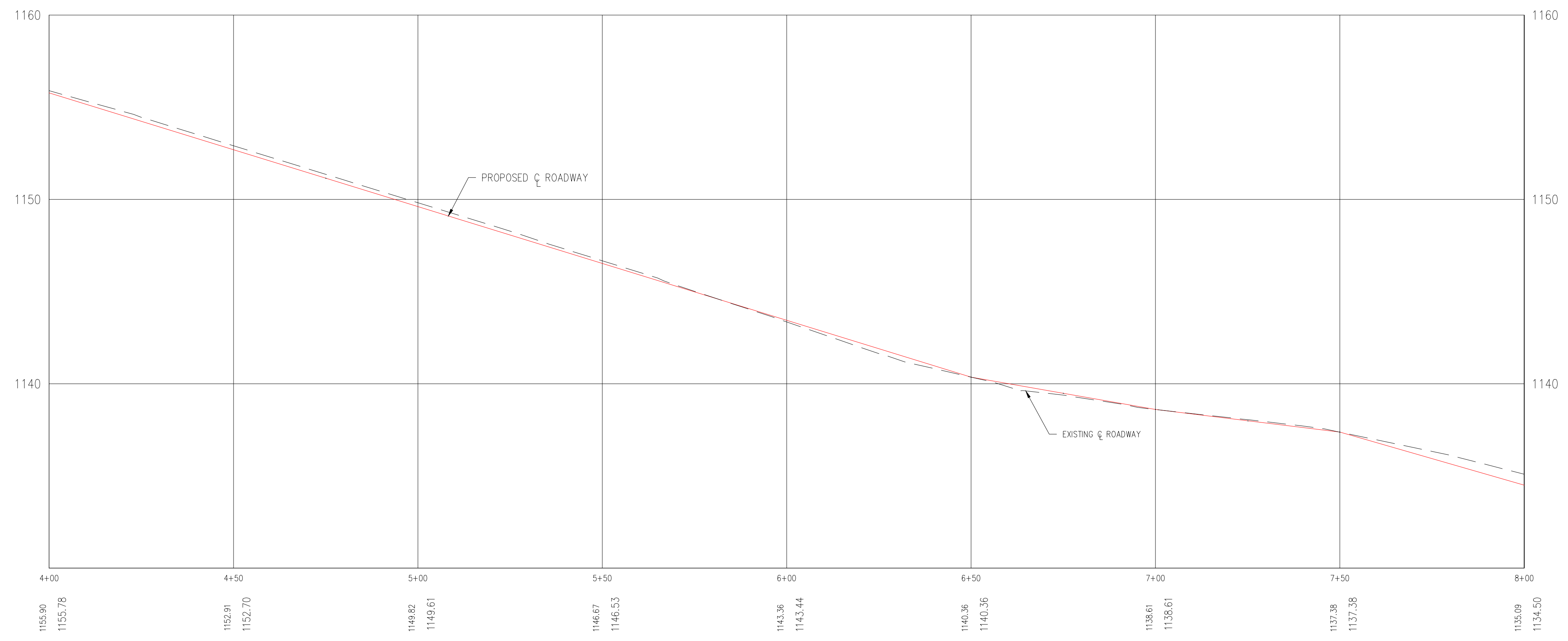
BENCHMARK #9
FIRE HYDRANT AT SE CORNER OF
HIGHLAND AVENUE & WESTWOOD
STREET
ELEV. = 1140.86 NAVD88
N = 153914.26932
E = 13047854.8998

BENCHMARK #12
POWER POLE AT SW CORNER OF
COLD SPRING CIRCLE & WESTWOOD
DRIVE
ELEV. = 1160.19 NAVD88
N = 153933.0541
E = 13047468.9400

SEE SHEET 18 FOR
HIGHLAND AVENUE

DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
49				
50				
51				

WESTWOOD STREET



NO.	1	DATE	9/12/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.283.4515		PROJECT DATE:	04/20/2022	PROJECT NO.:	H862002	DRAWN BY:	JPP
		CHECKED BY:					ACH

TECHNICAL SKILL:
CREATIVE SPIRIT.

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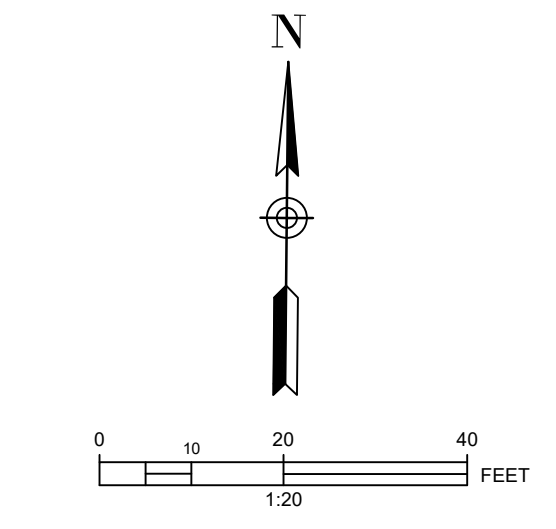
PREPARED FOR:
CITY OF HILLSDALE
97 BROAD STREET
HILLSDALE, MI 49242

WESTWOOD AREA RECONSTRUCTION
WESTWOOD AREA

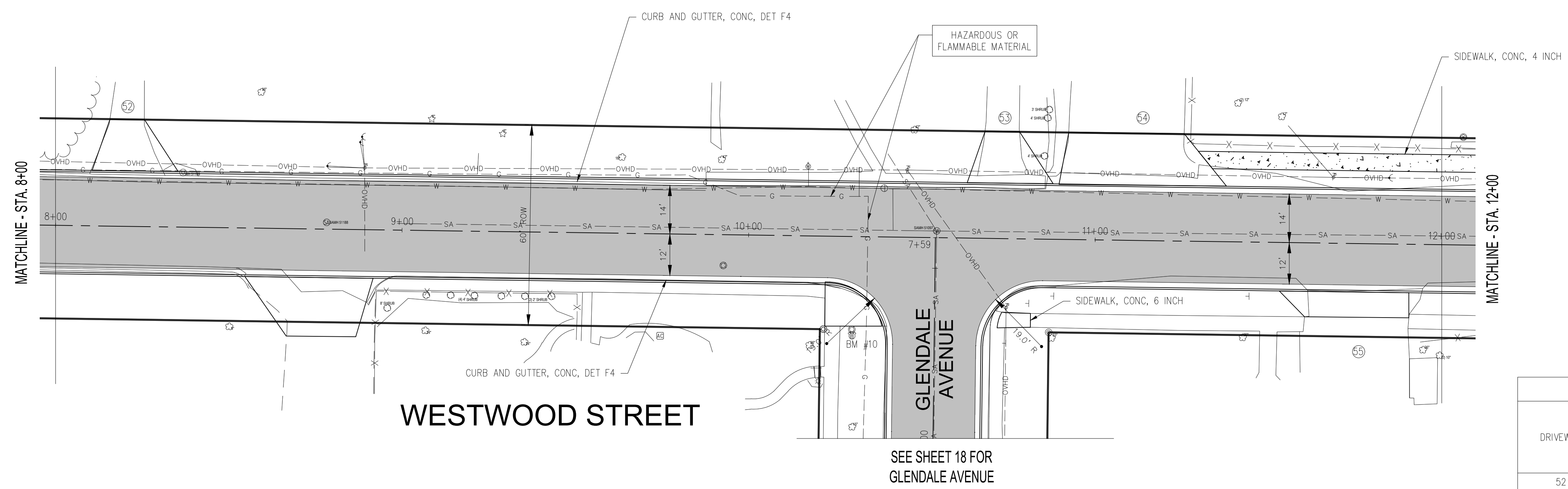
WESTWOOD STREET PLAN & PROFILE
Sta. 105+00 To Sta. 110+00

20 / xx

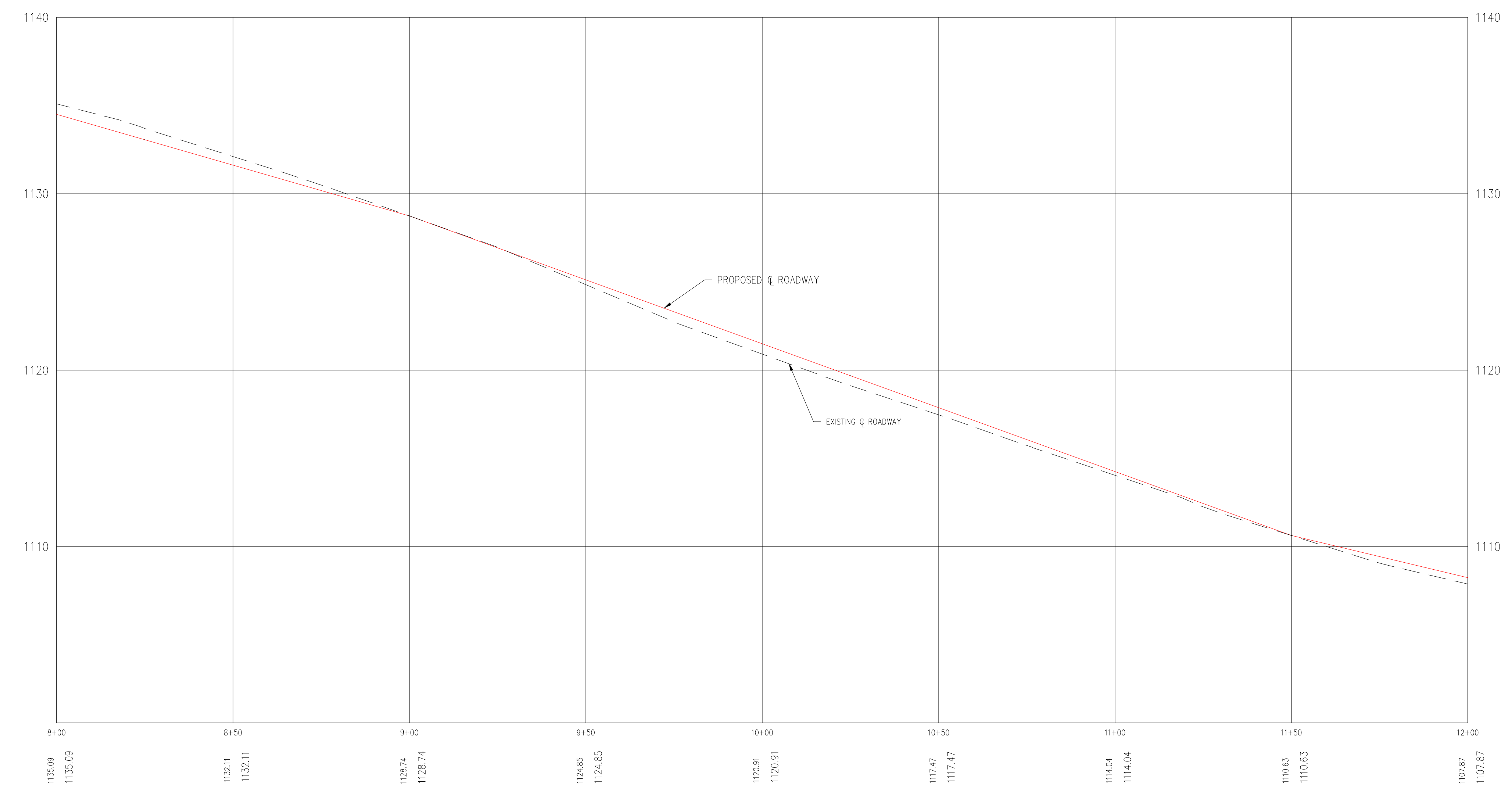
NOT FOR CONSTRUCTION



BENCHMARK #10
 "X" CUT ON SW BOLT OF HYDRANT
 AT SW CORNER OF GLENDALE AVENUE
 & WESTWOOD STREET
 ELEV. = 1120.77 NAVD88
 N = 153915.0850
 E = 13048171.1010



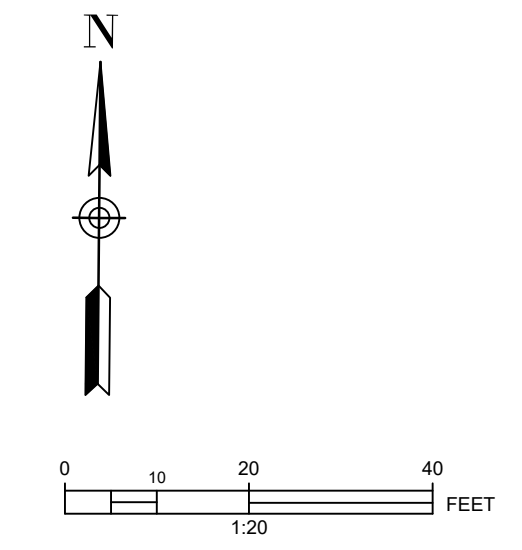
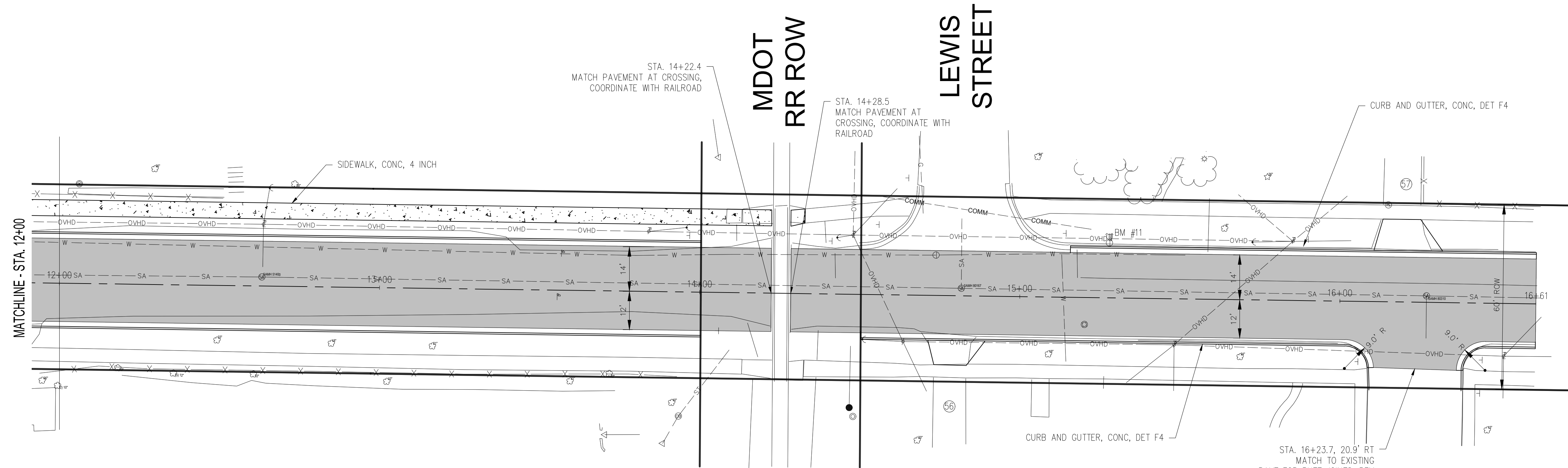
DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
52				
53				
54				
55				



NO.	1	DATE	9/16/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
PROJECT NO.		PROJECT DATE		DRAWN BY		CHECKED BY	
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL. 517.263.4515		04/20/2022		JPP		ACH	
 www.MannikSmithGroup.com		PREPARED FOR: CITY OF HILLSDALE 97 BROAD STREET HILLSDALE, MI 49242					
		WESTWOOD AREA RECONSTRUCTION WESTWOOD AREA					
WESTWOOD STREET PLAN & PROFILE Sta. 110+00 To Sta. 115+00							
21				XX			

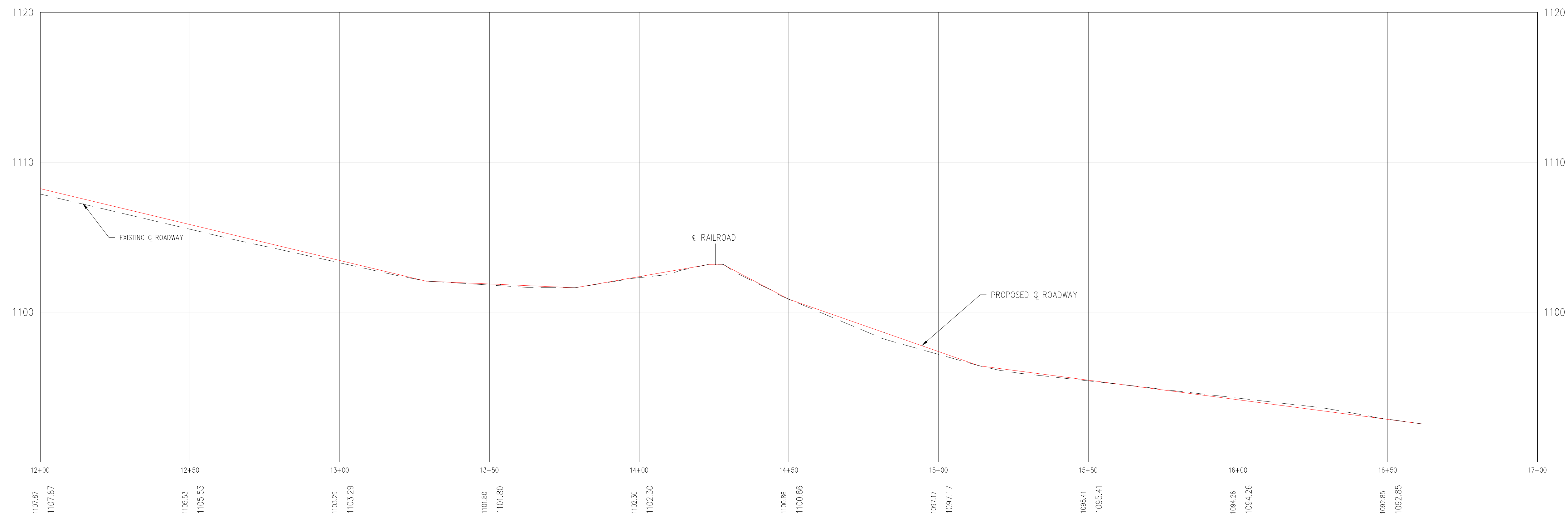
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NOT FOR CONSTRUCTION



BENCHMARK #11
 "X" CUT ON NE BOLT OF HYDRANT
 AT NE CORNER OF LEWIS STREET &
 WESTWOOD STREET
 ELEV. = 1097.69 NAVD88
 N = 153960.2508
 E = 13048669.1802

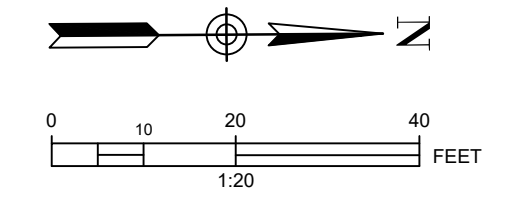
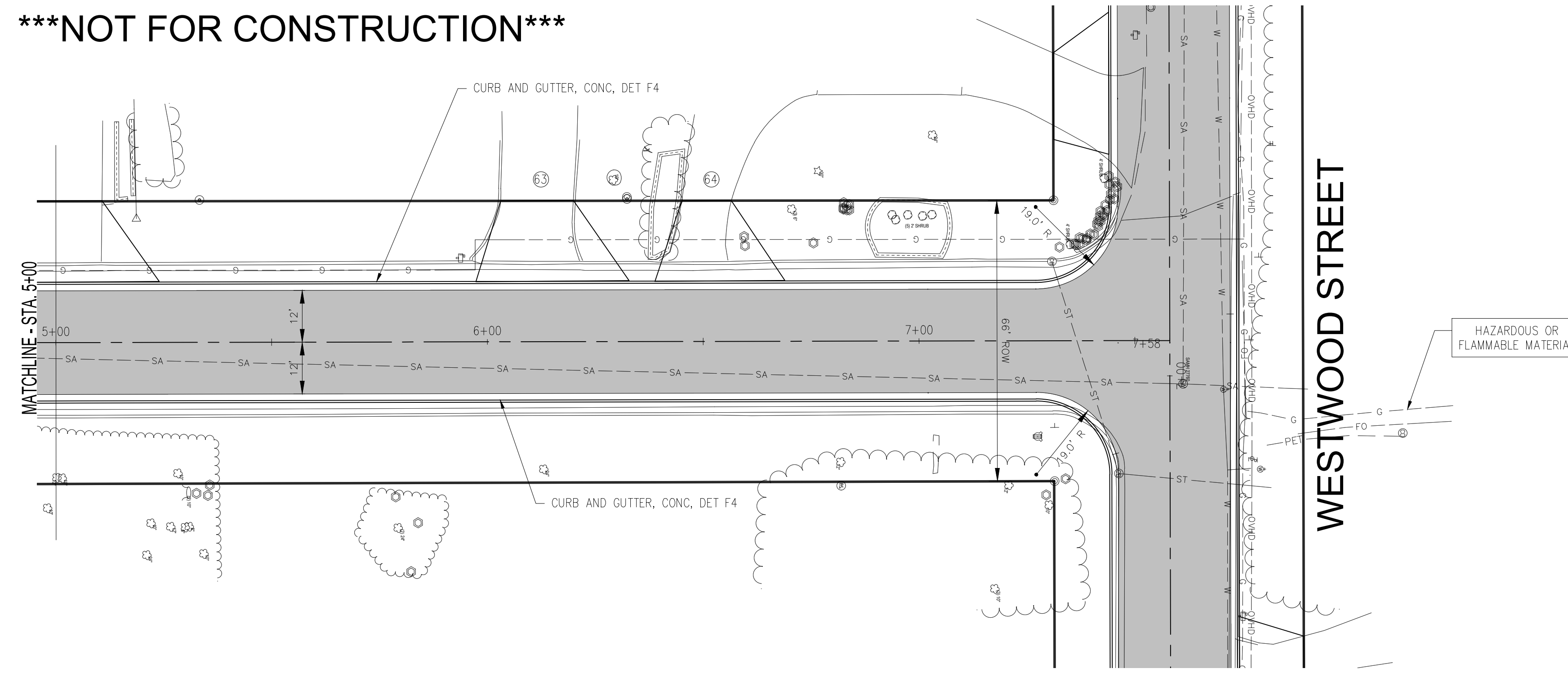
DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF. CONC, 6 INCH	AGGREGATE BASE, 6 INCH
56			SYD	SYD
57				



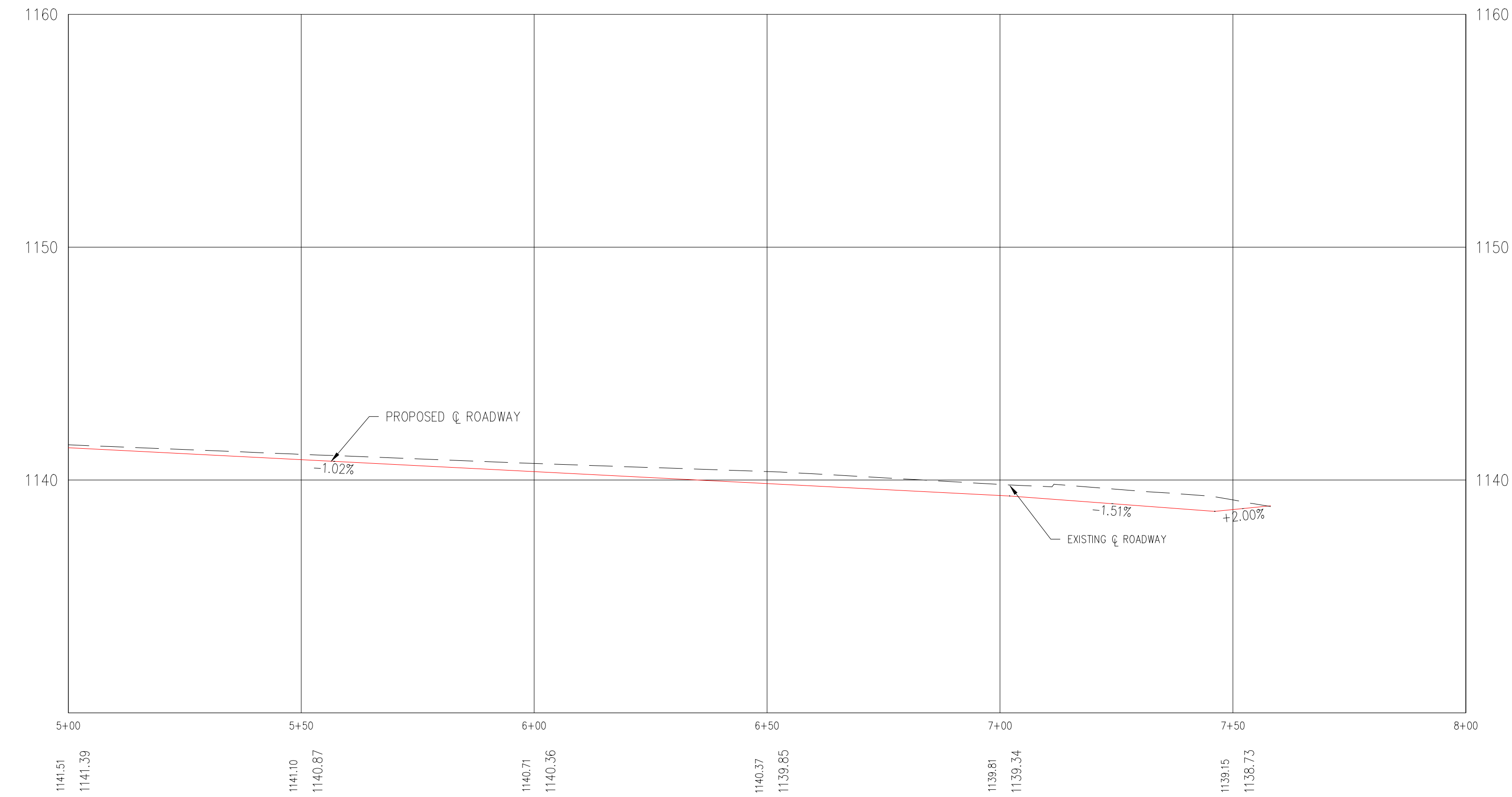
NO.	1	DATE	9/14/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515							
PROJECT DATE: H82002 PROJECT NO.: H82002 DRAWN BY: JPP CHECKED BY: ACH							
Mannik Smith GROUP www.MannikSmithGroup.com				PREPARED FOR: CITY OF HILLSDALE 97 BROAD STREET HILLSDALE, MI 49242			
WESTWOOD AREA RECONSTRUCTION WESTWOOD AREA							
WESTWOOD STREET PLAN & PROFILE Sta. 115+00 to Sta. 118+50							
22				XX			

W:\Project\115+00 to 118+50\115+00 to 118+50\115+00 to 118+50.dwg, 9/14/2022 12:08 AM

NOT FOR CONSTRUCTION



HIGHLAND AVENUE



DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF. CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
63				
64				

NO.	1	DATE	9/14/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515		PROJECT DATE:	04/20/2022	PROJECT NO.:	H862002	DRAWN BY:	JPP
		CHECKED BY:					ACH

TECHNICAL SKILL:
CREATIVE SPIRIT:

 www.MannikSmithGroup.com

PREPARED FOR:
CITY OF HILLSDALE
 97 BROAD STREET
 HILLSDALE, MI 49242

WESTWOOD AREA RECONSTRUCTION
 WESTWOOD AREA

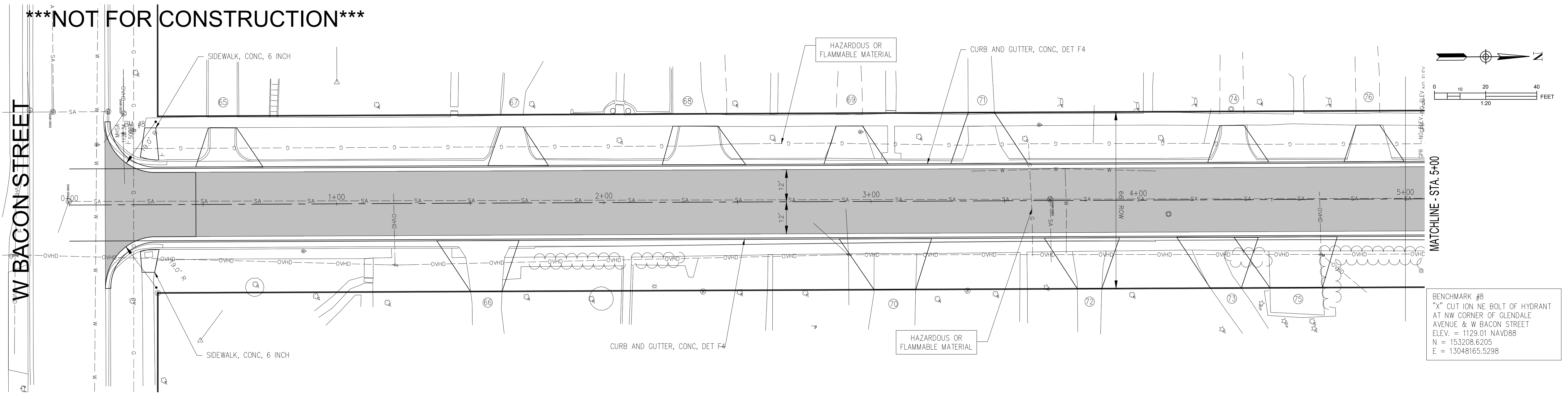
HIGHLAND AVENUE PLAN & PROFILE
 Sta. 145+00 To Sta. 147+00

24 xx

NOT FOR CONSTRUCTION

W BACON STREET

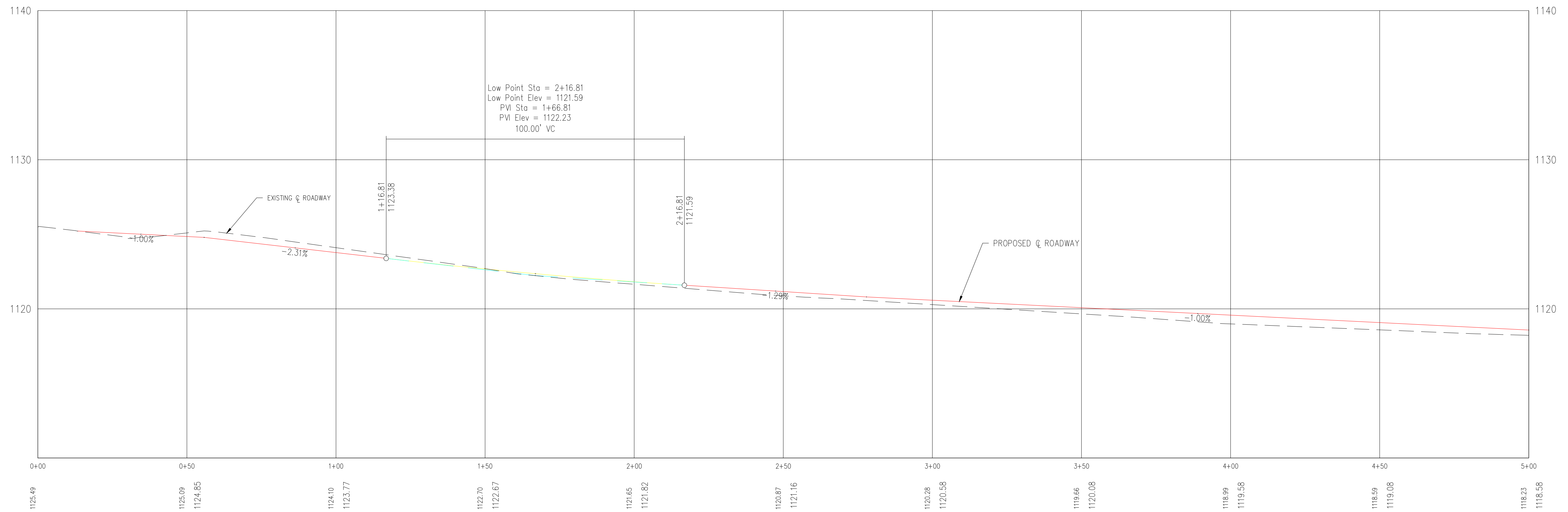
MATCHLINE - STA. 5+00



BENCHMARK #8
 "X" CUT ION NE BOLT OF HYDRANT
 AT NW CORNER OF GLENDALE
 AVENUE & W BACON STREET
 ELEV. = 1129.01 NAVD88
 N = 153208.6205
 E = 13048165.5298

GLENDALE AVENUE

DRIVEWAYS - THIS SHEET				
DRIVEWAY	STATION	GRADING LIMIT	DRIVEWAY, NONREINF CONC, 6 INCH	AGGREGATE BASE, 6 INCH
			SYD	SYD
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				



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NO.	1	DATE	9/14/2022	BY	ACH	DESCRIPTION	PRELIMINARY DESIGN PLANS
PROJECT NO.	14482022	PROJECT DATE:	04/20/2022	DRAWN BY:	JPP	237 NORTH MAIN STREET ADRIAN, MI 49221 TEL: 517.263.4515	ACH
CHECKED BY:		PROJECT NO.:	14482022	DATE:	04/20/2022		ACH
PREPARED FOR: CITY OF HILLSDALE 97 BROAD STREET HILLSDALE, MI 49242							
WESTWOOD AREA RECONSTRUCTION WESTWOOD AREA							
GLENDALE AVENUE PLAN & PROFILE Sta. 140+00 To Sta. 145+00							
25							XX

Engineer's Opinion of Costs

Project Number: H4890002
Estimate Number: 2: Preliminary Estimate
Project Type: Miscellaneous
Location: City of Hillsdale
Description: Roadway and Utility Improvements

Project Engineer: Aaron C. Hacker
Date Created: 7/15/2022
Date Edited: 7/15/2022
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0001 General Front End						
0001	1027051	_ Audio Visual Coverage	1.000	LSUM	\$15,000.00	\$15,000.00
0002	1027051	_ Contingency	1.000	LSUM	\$560,000.00	\$560,000.00
0003	1100001	Mobilization, Max 5% Max.	1.000	LSUM	\$255,000.00	\$255,000.00
0004	8127051	_ Traffic Control	1.000	LSUM	\$60,000.00	\$60,000.00

Category 0001 Total: \$890,000.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0002 Roadway						
0005	2030001	Culv, Rem, Less than 24 inch	1.000	Ea	\$1,000.00	\$1,000.00
0006	2040020	Curb and Gutter, Rem	11,345.000	Ft	\$18.00	\$204,210.00
0007	2040050	Pavt, Rem	19,892.000	Syd	\$8.50	\$169,082.00
0008	2040055	Sidewalk, Rem	580.000	Syd	\$30.00	\$17,400.00
0009	2047011	_ Driveway Approach, Rem, Modified	1,106.000	Syd	\$22.00	\$24,332.00
0010	2050010	Embankment, CIP	1,500.000	Cyd	\$7.00	\$10,500.00
0011	2050016	Excavation, Earth	3,522.000	Cyd	\$14.00	\$49,308.00
0012	2050041	Subgrade Undercutting, Type II	212.000	Cyd	\$28.50	\$6,042.00
0013	2080020	Erosion Control, Inlet Protection, Fabric Drop	27.000	Ea	\$110.00	\$2,970.00
0014	2080036	Erosion Control, Silt Fence	1,155.000	Ft	\$2.00	\$2,310.00
0015	3010002	Subbase, CIP	80.000	Cyd	\$25.00	\$2,000.00
0016	3020010	Aggregate Base, 4 inch	362.000	Syd	\$20.00	\$7,240.00
0017	3020016	Aggregate Base, 6 inch	21,127.000	Syd	\$12.25	\$258,805.75
0018	3020050	Aggregate Base, Conditioning	21,127.000	Syd	\$4.00	\$84,508.00
0019	4010541	Culv, CI E, 18 inch	100.000	Ft	\$120.00	\$12,000.00
0020	4030005	Dr Structure Cover, Adj, Case 1	44.000	Ea	\$460.00	\$20,240.00
0021	4030390	Dr Structure, Temp Lowering	44.000	Ea	\$225.00	\$9,900.00
0022	4040071	Underdrain, Subgrade, 4 inch	2,214.000	Ft	\$20.00	\$44,280.00
0023	5010008	Pavt for Butt Joints, Rem	1,167.000	Syd	\$9.00	\$10,503.00
0024	5010061	HMA Approach	257.000	Ton	\$120.00	\$30,840.00
0025	5017031	_ HMA, LVSP	3,486.000	Ton	\$95.00	\$331,170.00
0026	8010005	Driveway, Nonreinf Conc, 6 inch	1,106.000	Syd	\$50.00	\$55,300.00
0027	8020038	Curb and Gutter, Conc, Det F4	11,345.000	Ft	\$39.00	\$442,455.00
0028	8030010	Detectable Warning Surface	63.000	Ft	\$45.00	\$2,835.00
0029	8030030	Curb Ramp Opening, Conc	126.000	Ft	\$32.00	\$4,032.00
0030	8030044	Sidewalk, Conc, 4 inch	1,239.000	Sft	\$8.00	\$9,912.00
0031	8032001	Curb Ramp, Conc, 4 inch	315.000	Sft	\$12.50	\$3,937.50
0032	8070095	Post, Mailbox Relocate	83.000	Ea	\$130.00	\$10,790.00
0033	8162001	Slope Restoration, Non-Freeway, Type A	11,221.000	Syd	\$7.20	\$80,791.20
0034	8230431	Gate Box, Adj, Case 1	11.000	Ea	\$370.00	\$4,070.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
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Category 0002 Total: \$1,912,763.45

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0003 Sanitary Sewer						
0035	4011121	Steel Casing Pipe, 14 inch, Jacked in Place	106.000	Ft	\$500.00	\$53,000.00
0036	4027001	_ CIPP Lining, 8 Inch	2,883.000	Ft	\$125.00	\$360,375.00
0037	4027001	_ Sanitary Sewer, 8 Inch, Tr Det B	2,583.000	Ft	\$225.00	\$581,175.00
0038	4027001	_ Service Lateral, 4 Inch	870.000	Ft	\$150.00	\$130,500.00
0039	4027001	_ Sewer Abandon, 10-inch	100.000	Ft	\$50.00	\$5,000.00
0040	4027050	_ Cleanout, Greenbelt	0.000	Ea	\$500.00	\$0.00
0041	4027050	_ Cleanout, Non-Greenbelt	29.000	Ea	\$750.00	\$21,750.00
0042	4027050	_ Concrete Cradle	1.000	Ea	\$2,000.00	\$2,000.00
0043	4027050	_ Reinstate Service Lateral	40.000	Ea	\$400.00	\$16,000.00
0044	4027050	_ Sanitary Manhole, 48 inch dia	14.000	Ea	\$5,000.00	\$70,000.00
0045	4027050	_ Sanitary Sewer Solid Manhole Lid	14.000	Ea	\$600.00	\$8,400.00
0046	4027050	_ Sewer Service Tap, 4 Inch @ Manhole	5.000	Ea	\$1,500.00	\$7,500.00
0047	4027050	_ Sewer Service Tap, 4 Inch @ Sewer Main	29.000	Ea	\$2,500.00	\$72,500.00

Category 0003 Total: \$1,328,200.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0004 Storm Sewer						
0048	2030011	Dr Structure, Rem	20.000	Ea	\$750.00	\$15,000.00
0049	2030015	Sewer, Rem, Less than 24 inch	750.000	Ft	\$30.00	\$22,500.00
0050	4020033	Sewer, CI A, 12 inch, Tr Det B	1,100.000	Ft	\$100.00	\$110,000.00
0051	4020035	Sewer, CI A, 18 inch, Tr Det B	1,000.000	Ft	\$110.00	\$110,000.00
0052	4020036	Sewer, CI A, 24 inch, Tr Det B	500.000	Ft	\$120.00	\$60,000.00
0053	4027001	_ Sewer Abandon, 12-inch	50.000	Ft	\$40.00	\$2,000.00
0054	4027050	_ Catch Basin	15.000	Ea	\$2,500.00	\$37,500.00
0055	4027050	_ Sewer Bulkhead, 12 Inch	5.000	Ea	\$500.00	\$2,500.00
Category 0004 Total:						\$359,500.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0005 Water Main						
0056	2057021	_ Control Density Backfill	1,000.000	Cyd	\$75.00	\$75,000.00
0057	4011121	Steel Casing Pipe, 14 inch, Jacked in Place	106.000	Ft	\$500.00	\$53,000.00
0058	4027051	_ Misc Fitting	1.000	LSUM	\$100,000.00	\$100,000.00
0059	8230040	Fire Hydrant	9.000	Ea	\$6,500.00	\$58,500.00
0060	8230052	Gate Valve and Box, 8 inch	23.000	Ea	\$3,500.00	\$80,500.00
0061	8230091	Hydrant, Rem	9.000	Ea	\$1,000.00	\$9,000.00
0062	8230156	Water Main, DI, 8 inch, Tr Det G	6,700.000	Ft	\$100.00	\$670,000.00
0063	8230240	Water Serv	25.000	Ea	\$3,000.00	\$75,000.00
0064	8230245	Water Serv, Long	44.000	Ea	\$4,000.00	\$176,000.00
0065	8237001	_ Water Main, Abandon	1,000.000	Ft	\$30.00	\$30,000.00
0066	8237050	_ 1" Chlorination Tap	15.000	Ea	\$500.00	\$7,500.00
0067	8237050	_ 2" Temporary Blowoff	15.000	Ea	\$500.00	\$7,500.00
0068	8237050	_ Water Main, Cut and Cap	20.000	Ea	\$1,000.00	\$20,000.00
Category 0005 Total:						\$1,362,000.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Estimate Total:						\$5,852,463.45



City of Hillsdale Agenda Item Summary

MEETING DATE: September 19, 2022

AGENDA ITEM #10: New Business

SUBJECT: Set Public Hearing – Application for Industrial Facilities Tax Exemption Certificate – 121 West Mechanic Street – Cambria Tool

BACKGROUND PROVIDED BY STAFF (Kelly LoPresto, Economic Development Coordinator)

On January 13, 1975, Council adopted Resolution #574 to establish an Industrial Development District encompassing the property located at 121 West Mechanic Street.

Cambria Tool & Machine Inc. has submitted an application for an [Industrial Facilities Tax Exemption Certificate](#) for their expansion project, started March 31, 2022 with a projected end date of March 31, 2024. The total cost of the building and improvements reported by the applicant is \$154,560.53.

[Public Act 198 of 1974](#), as amended, sets requirements for the application process for Industrial Facilities Tax Exemption Certificates.

RECOMMENDATION:

Staff recommends that council do all of the following:

1. Set the date and time for the public hearing mentioned above for October 17, 2022 at 7:00 p.m.;
2. Direct the clerk to notify the applicant, Assessor and representatives of the affected taxing units as required under the act;
3. Following the public hearing, within 60 days of receipt by the clerk - adopt a resolution either approving or disapproving the application (reasons for disapproval must be set forth in writing in the resolution);
4. If approved, direct the clerk to forward the application to the State Tax Commission (STC) before October 31;
5. If disapproved, direct the clerk to return the application to the applicant immediately with a copy of the resolution (the applicant may appeal to the STC within 10 days).

RECEIVED

SEP 12 2022

Application for Industrial Facilities Tax Exemption Certificate

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

CITY OF HILLSDALE
CITY CLERK'S OFFICE

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

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

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Cambria Tool & Machine, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 333200	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 121 West Mechanic Street, Hillsdale, MI 49242	1d. City/Township/Village (indicate which) City of Hillsdale	1e. County Hillsdale
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	3a. School District where facility is located Hillsdale	3b. School Code 30020
		4. Amount of years requested for exemption (1-12 Years) 12

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

*50x50 POLE BUILDING CONSTRUCTION W/ 240V & 480V POWER
FOR THE PURPOSE OF ADDING LARGER MACHINERY. WHICH MAKES
OUR CAPABILITIES MUCH LARGER*

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>\$154,560.53</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ _____ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>\$154,560.53</u> Total of Real & Personal Costs

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

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ <u>03/31/2022</u>	<u>03/31/2024</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>03/31/2022</u>	<u>03/31/2024</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

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

9. No. of existing jobs at this facility that will be retained as a result of this project. **4** 10. No. of new jobs at this facility expected to create within 2 years of completion. **2**

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

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

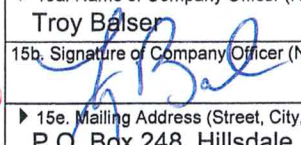
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)
01/13/1975 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Andrea Balsler	13b. Telephone Number (517) 437-3500	13c. Fax Number (517) 437-4326	13d. E-mail Address andrea@cambriatool.com
14a. Name of Contact Person Andrea Balsler	14b. Telephone Number (517) 437-3500	14c. Fax Number (517) 437-4326	14d. E-mail Address andrea@cambriatool.com
▶ 15a. Name of Company Officer (No Authorized Agents) Troy Balsler			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 437-3500	15d. Date 9-12-2022
▶ 15e. Mailing Address (Street, City, State, ZIP Code) P.O. Box 248, Hillsdale, MI 49242		15f. Telephone Number (517) 437-3500	15g. E-mail Address troy@cambriatool.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

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

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

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

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

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

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

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

Investment Detail for Cambria Tool & Machine, Inc. Hillsdale, Michigan

Drive Way: \$2,100.00

Stoop: \$1,300.00

HVAC: \$32,436.00

Building/Concrete: \$52,300.00

Canopy: \$13,584.53

Electrical: \$52,640.00

Fire Protection: \$200.00

Total: \$154,560.53

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES**

I swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Exemption Certificate under PA 198 of 1974, as amended,

in the amount of

\$ 154,560.53

filed with the City of Hillsdale,

for a facility located at 121 Mechanic Street, Hillsdale, MI 49242

is as follows:

Real Property Project Begin Date: March 31, 2022

Applicant Name:

Signature: _____

Printed Name: Troy Balser

Title: President

Date: _____

9-12-2022

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**

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

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

CITY OF HILLSDALE

Signed: Yvonne Strauss
Print Name: YVONNE STRAUSS
Title: Administrative Assistant
Dated: 9/12/22

APPLICANT:

Signed: Troy Balser
Print Name: Troy Balser
Company: Cambria Tool & Machine, Inc.
Title: President
Dated: 9-12-2022

RESOLUTION NO. 574

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

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

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


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

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

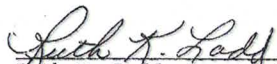
BE IT RESOLVED, that this Council, pursuant to Act 198, Public Act of 1974, establish an industrial development district within the following area of the City of Hillsdale:

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

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


Herbert H. Hine, Mayor

ATTEST:


Ruth K. Ladd, Deputy City Clerk

Hillsdale County

Building

Permit No: PB22-0159

Building Department
 Phone:(517) 437-4130

33 McCollum St.
 Fax: (517) 437-3233

Hillsdale, MI 49242

121 MECHANIC ST	Location
006-222-177-12	Parcel Number

CAMBRIA TOOL & MACHINE IN	Owner
P O BOX 248	
HILLSDALE	MI 49242

Issued: 03/31/22 Expire Date: 03/31/23
PLEASE CALL (517) 437-4130
FOR AN INSPECTION 24 HOURS IN ADVANCE

	Contractor
--	------------

CAMBRIA TOOL & MACHINE IN	Occupant
P O BOX 248	
HILLSDALE	MI 49242

Work Description: 50X50 ADDITION

Item	No. of Items	Item Total
ADDITIONS, STANDARD ITEMS	2,500.00	\$1,052.00

Fee Total: \$1,052.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

Inspection Record

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

This permit has been reviewed and issued for compliance with State, County, and local jurisdiction laws, codes, rules and standards. If your property is within an area bound by recorded deed restrictions, be aware that failure to comply with deeded restrictions may subject you to private legal action. CONTACT YOUR LOCAL ASSOCIATION OR DEVELOPMENT AUTHORITY PRIOR TO CONSTRUCTION.

Legal Description –

. W2 THE W 200 FT OF A PCL OF LAND DESCR AS: BEG IN THE CENT LN OF MECHANIC ST AT A POINT LOCATED 1831.77 FT E OF THE W 1/4 COR OF SEC 22, T6S R3W, AND RUNG TH S 88 DEG 15' E 790.2 FT ALG THE CENT LN OF MECHANIC ST TO THE TANGENT LN OF THE CENT LN OF HIGHWAY M-99 AND RUNG TH N 35 DEG 10' W 520.0 FT ALG SD TANGENT LN; TH N 72 DEG 22' W 533.8 FT; TH S 1 DEG 52' E 563.0 FT TO POB UNPLATTED SECOND WARD AS OF 12/31/2018 - WARD 2



General Property Information

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

Report and Property Data compiled as of April 30, 2022



Parcel ID: 30 006-222-177-12
Property Address: 121 MECHANIC ST
City/Twp/Village: CITY OF HILLSDALE

Assessor Acreage: 2.46
Property Class: 301
School District: HILLSDALE COMM PUBLIC SCHS

Tax Description

W2 THE W 200 FT OF A PCL OF LAND DESCR AS: BEG IN THE CENT LN OF MECHANIC ST AT A POINT LOCATED 1831.77 FT E OF THE W 1/4 COR OF SEC 22, T6S R3W, AND RUNG TH S 88 DEG 15 MIN E 790.2 FT ALG THE CENT LN OF MECHANIC ST TO THE TANGENT LN OF THE CENT LN OF HIGHWAY M-99 AND RUNG TH N 35 DEG 10 MIN W 520.0 FT ALG SD TANGENT LN; TH N 72 DEG 22 MIN W 533.8 FT; TH S 1 DEG 52 MIN E 563.0 FT TO POB UNPLATTED SECOND WARD AS OF 12/31/2018 - WARD 2

Tax Information

PRE/Qual Ag %: 0	2022 SEV: 150,000	2021 SEV: 143,100
Land Value: 20,000	2022 Taxable Value: 147,822	2021 Taxable Value: 143,100
Land Imp Value: 0	Liber/Page(1-2-3): 404/189 - 379/471	
Building Value: 280,045	ECF Table: IND.INDUSTRIAL	
True Cash Value: 300,045	Land Table: INDUSTRIAL LAND	

	Summer Taxes 2021	Winter Taxes 2021	Village Taxes 2021
Base Tax:	\$ 6,298.95	\$ 2,254.12	0
Special Asmt:	0	0	0
Admin Fee:	\$ 62.99	\$ 22.54	0
Total Tax:	\$ 6,361.94	\$ 2,276.66	0
Amount Paid:	\$ 6,361.94	\$ 2,276.66	0
Interest:	0	0	0
Paid Date:	08/27/2021	02/14/2022	*
Balance Due:	0	0	0

Total Delinquent Tax: \$0.00

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

Applicant: Cambria Tool & Machine Inc
Date Received: September 12, 2022
Property Address: 121 W Mechanic St
Cost of Investment: \$ 154,560.53

Tax	Year 1		2023		Standard Depreciation* 0.99	Taxable Value 76,500	Taxes Foregone	
	Millage Rate*	Tax Amount	Millage Rate*	Tax Amount				
	Without IFT				With IFT			
Summer	12.1479	\$ 929.31	6.07390	\$ 464.65		\$ 464.66		
City General Operating	2.4296	\$ 185.86	1.21480	\$ 92.93		\$ 92.93		
City Streets Maintenance	0.0000	\$ -	0.00000	\$ -		\$ -		
City Sinking Fund	0.9770	\$ 74.74	0.48850	\$ 37.37		\$ 37.37		
City Public Safety Equipment	3.9388	\$ 301.32	1.96930	\$ 150.65		\$ 150.67		
City Streets/Leaf Collection	0.9718	\$ 74.34	0.48590	\$ 37.17		\$ 37.17		
Library	4.8619	\$ 371.94	2.43090	\$ 185.96		\$ 185.97		
County Operating	6.0000	\$ 459.00	6.00000	\$ 459.00		\$ -		
Stated Education Tax	8.8155	\$ 674.39	4.40770	\$ 337.19		\$ 337.20		
School Operating	1.0986	\$ 84.04	0.54930	\$ 42.02		\$ 42.02		
School Building/Site	0.1314	\$ 10.05	0.06570	\$ 5.03		\$ 5.03		
ISD General	1.4749	\$ 112.83	0.73740	\$ 56.41		\$ 56.42		
ISD Special Ed	0.7375	\$ 56.42	0.36870	\$ 28.21		\$ 28.21		
ISD Vocational Ed	1%	\$ 33.34	1%	\$ 18.97		\$ 14.38		
Administration Fee	43.5849	\$ 3,367.59	24.79210	\$ 1,915.56		\$ 1,452.03		
Total Summer								
Winter	0.5889	\$ 45.05	0.29445	\$ 22.53		\$ 22.53		
County Medical Care Facility	0.4000	\$ 30.60	0.20000	\$ 15.30		\$ 15.30		
County Medical Care Facility 2006	0.8343	\$ 63.82	0.41715	\$ 31.91		\$ 31.91		
County Ambulance Service	0.1472	\$ 11.26	0.07360	\$ 5.63		\$ 5.63		
County Ambulance Capital	0.4873	\$ 37.28	0.24365	\$ 18.64		\$ 18.64		
County Senior Services	0.4904	\$ 37.52	0.24520	\$ 18.76		\$ 18.76		
County Senior Services 2008	0.4907	\$ 37.54	0.24535	\$ 18.77		\$ 18.77		
County Mental Health	8.8155	\$ 674.39	4.40775	\$ 337.19		\$ 337.19		
School Operating	1.0986	\$ 84.04	0.54930	\$ 42.02		\$ 42.02		
School Building/Site	0.1315	\$ 10.06	0.06575	\$ 5.03		\$ 5.03		
ISD General	1.4754	\$ 112.87	0.73770	\$ 56.43		\$ 56.43		
ISD Special Ed	0.7376	\$ 56.43	0.36880	\$ 28.21		\$ 28.21		
ISD Vocational Ed	1%	\$ 12.01	1%	\$ 6.00		\$ 6.00		
Administration Fee	15.6974	\$ 1,212.86	7.84870	\$ 606.43		\$ 606.43		
Total Winter								
GRAND TOTALS	59.2823	\$ 4,580.45	32.64080	\$ 2,521.99		\$ 2,058.46		

*Rates based on most recent information available

**Real Property Depreciation based on 1% per year - for industrial real improvements actually ranges from 1% to 4% per year

Year	Standard Depreciation*	Taxable Value	City Operating Foregone Annually	Cumulative City Taxes Foregone	Total Taxes Foregone Annually	Cumulative Total Taxes Foregone
2	0.98	79,521	\$ 483.01	\$ 483.01	\$ 2,139.75	\$ 4,196.21
3	0.97	78,710	\$ 478.08	\$ 1,425.76	\$ 2,117.92	\$ 6,316.13
4	0.96	77,899	\$ 473.16	\$ 1,898.91	\$ 2,096.09	\$ 8,412.22
5	0.95	77,087	\$ 468.23	\$ 2,367.14	\$ 2,074.25	\$ 10,486.47
6	0.94	76,276	\$ 463.30	\$ 2,830.44	\$ 2,052.42	\$ 12,538.89
7	0.93	75,464	\$ 458.37	\$ 3,288.81	\$ 2,030.58	\$ 14,569.47
8	0.92	74,653	\$ 453.44	\$ 3,742.25	\$ 2,008.75	\$ 16,578.22
9	0.91	73,841	\$ 448.51	\$ 4,190.76	\$ 1,986.92	\$ 18,565.14
10	0.90	73,030	\$ 443.58	\$ 4,634.34	\$ 1,965.08	\$ 20,530.22
11	0.89	72,218	\$ 438.65	\$ 5,073.00	\$ 1,943.25	\$ 22,473.46
12	0.88	71,407	\$ 433.73	\$ 5,506.72	\$ 1,921.41	\$ 24,394.88

Maximum Tax Dollar Impact if approved for 12-year abatement:
City Operating \$ 5,506.72
Total All Entities \$ 24,394.88

MCL 207.559(1) The legislative body of the local governmental unit, in its resolution approving an application, shall set forth a finding and determination that the granting of the industrial facilities exemption certificate, considered together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of a taxing unit that levies an ad valorem property tax in the local governmental unit in which the facility is located or to be located. If the state equalized valuation of property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate state equalized valuation of property exempt under certificates previously granted and currently in force, exceeds 5% of the state equalized valuation of the local governmental unit, the commission, with the approval of the state treasurer, shall make a separate finding and shall include a statement in the order approving the industrial facilities exemption certificate that exceeding that amount shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of an affected taxing unit.

2022 City SEV:	190,878,500
2022 IFT SEV:	1,388,717
2023 Previously Approved IFT SEV:	-
2023 Total IFT SEV if approved:	1,415,217
% of 2022 City SEV:	0.74%

If over 5%, form 3222 required to be submitted to STC with resolution approving exemption.

City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022

NEW BUSINESS ITEM: Street Sweeper Purchase

SUBJECT: Department of Public Services

BACKGROUND PROVIDED BY: DPS Director, Jason Blake

This street sweeper is one of the most essential and frequently used pieces of equipment within our fleet. It is used on the highway, major and local street systems in addition to city parking lots for approximately 9 months out of the year, and covering approximately 96 curb miles of streets. In addition to street sweeping the machine will be able to be incorporated into leaf collection efforts to assist with clean up after City Crews perform curb leaf collection with the Trackless Leaf Machine.

The proposed purchase of the MTEC M4HSD Mechanical sweeper will replace our 2004 Sterling Vac All Vacuum sweeper, which has cost the city approximately \$8,628 in maintenance over the last 3 years. In 2019 we replaced the engine at a cost of \$21,332.97.

DPS crewmembers test drove three (3) different mechanical sweepers and found that the MTEC Global M4HSD would serve our needs most efficiently.

We obtained pricing through Sourcewell Contract Pricing which is comparable to the states MI DEAL Contract Pricing Program in the amount of \$343,000. This purchase will be made using funds from the major and local street funds.

RECOMMENDATION:

After 8 hours of operation with this machine, city staff unanimously recommends purchase of the proposed MTEC Sweeper.

We recommend proceeding with the purchase the MTEC Global M4HSD Mechanical sweeper at a cost of \$343,000

QUOTATION: M4HSD MECHANICAL SWEEPER

DATE: 6/22/22

CUSTOMER: HILLSDALE, MI

Terms: 30 Days Net

DEALER: MTECH

FREIGHT: FOB - Hillsdale, MI

QUOTE NO.: SOURCEWELL CONTRACT 093021-GEF

UAO#

GLOBAL M4HSD STANDARD EQUIPMENT

High Visibility Cab (Glass Entry Door Included)
 69 dBA In-Cab Noise Level
 Dust & Weather Sealed Cab
 Multi-Adjustable Suspension Seat
 Tilt & Telescoping Steering Wheel
 Tinted Safety Windows & Windshield
 Left & Right Dual West Coast Mirrors
 Windshield Wiper/Washer
 Ergonomic Go Pedal
 Coolant Temp, Oil Pressure & Voltmeter Gauges
 Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lights
 Speedometer, Tachometer & Hourmeter
 Fuel Level Gauge
 280 gal Polyethylene & SS Water Tank
 15' Hydrant Hose with Coupling & Wrench
 Gutter Broom Water Spray Jets
 Pickup Broom Water Spray Jets
 Low Water Level Light in Cab
 Front Spray Bar
 Buddy Seat
 Front & Rear Suspension
 Electrical Systems Locker
 Engine Block Heater
 Centauri Precleaner
 Manual Safety Props
 PM10 High Quality PUB (Pick Up Broom)

5.2 cu yd Hopper (Volumetric)
 Hopper Dump Alarm
 47" dia Gutter Brooms
 In-Cab Gutter Broom Pressure Adjustment
 Tuf-Grip Disposable Gutter Broom Segments
 32" x 56.5" Tube Type Pickup Broom
 58" Wide Squeegee Type Elevator
 Cab Controlled Elevator Leafgate System
 LED Gutter Broom Spotlights
 Sealed Beam Headlights
 Stop/Tail Lights, Clearance Lights
 Two 18 gal Hydraulic Oil Tanks
 Hydraulic Manifolds in LH Fender
 18.5' Turning Radius
 130 amp Heavy-Duty Alternator
 All Sheet Metal Surfaces Primer Powder Coated
 Sheet Metal Surfaces Powder Coated
 Fender Mounted Tool Box
 Four Wheel Disk Brakes
 ABS Brake System
 Front & Rear Tie Downs with Tow Hooks
 1 Sweeper Service Manual in English
 1 Sweeper Parts Manual in English
 1 Sweeper Operator Manual in English
 Ergo Switch Standard
 Rear View Camera Standard

QTY	DESCRIPTION	List Price	Contract Price	
1	M4HSD Brm Sweeper , Cummins ISB6.7-280 HP, High Side Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, Standard ERGO Sweeping Controls, 2022 Emissions	\$286,636	\$272,304	1 Year Sweeper Warranty (P&L), 2 Year Engine Warranty (2000Hrs)
1	NPN Freight FOB Hillsdale, MI	7,200	7,200	

*** Powder Coated Paint - White W/ Gray Frame ***

AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	List Price	Contract Price	
1	K323148	Elevator Flusher	\$1,085	\$1,031	Selected
1	K323466	Elevator Ass'y 2-pc bottom 11 squeegee	\$3,243	\$3,081	Selected
1	K323753	GB Speed Control	\$1,294	\$1,229	Selected
1	K247011	Dual GB Tilt	\$4,969	\$4,720	Selected

Delivery: 90-120 days after receipt of order

SIGNATURE: _____

DATE: _____

Freight - FOB Hillsdale, MI All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
 San Bernardino, CA 92407
 Tel : 1 (909) 713-1600
 Fax : 1 (909) 713-1613

www.globalsweeper.com



QUOTATION: M4HSD MECHANICAL SWEEPER

DATE: 6/22/22

CUSTOMER: HILLSDALE, MI

Terms: 30 Days Net

DEALER: MTECH

FREIGHT: FOB - Hillsdale, MI

QUOTE NO.: SOURCEWELL CONTRACT 093021-GEP

UAO#

AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	List Price	Contract Price	
1	M3JHE3	Triple Pump Option	\$3,511	\$3,335	Selected
1	K325256	AM/FM Radio w/ CD	\$535	\$508	Selected
1	K901325	Aux Power Plug Adaptor Port	\$325	\$309	Selected
1	K318806	Seat, High Back, Air	\$1,101	\$1,046	Selected
1	K247172	Heated & Remote Controlled Mirrors with Heavy Duty Brackets	\$1,785	\$1,696	Selected
1	K324458	L.E.D. Stop/Tail/Clearance/Marker Lights	\$892	\$848	Selected
1	K325221	Arrowstick (LED)	\$1,785	\$1,696	Selected
1	K325514	Limb Guard (Cab Beacon/Strobe)	\$283	\$269	Selected
1	K302224	Fire Extinguisher	\$297	\$282	Selected
1	NPN	Auxiliary Hopper Raise Option	\$2,048	\$1,945	Selected
1	330769	High Speed Hopper Lift/Dump	\$2,048	\$1,945	Selected
1	326844	Cab Strobe (LED)	\$533	\$506	Selected
1	247632	Rear Flashing (LED) Strobes (mounted in hyd. Towers)(Qty. 2)	\$533	\$506	Selected
1	27725	Front Flood Lights Dual Caltrans Style (LED)	\$819	\$778	Selected
1	316607	Rear Flood Lights Dual (LED)	\$491	\$467	Selected
1	329822	Remote Grease Block - 9 positions	\$1,638	\$1,556	Selected
1	326517	Battery Master Shutoff	\$287	\$273	Selected
1	NPN	Hopper Load Leveling Device	3,986	\$3,787	Selected
1	326488	Low Hydraulic Oil Shutdown (unpublished option)	500	\$475	Selected
1	334530	LED Headlights Upgrade (unpublished option)	\$680	\$680	Selected
1	NPN	2022 Raw Material Surcharge 10%	\$30,527	\$30,527	Selected

TOTAL CONTRACT PRICE INCLUDING OPTIONS:	\$343,000
--	------------------

Delivery: 90-120 days after receipt of order

SIGNATURE: _____

DATE: _____

Freight - FOB Hillsdale, MI All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway
 San Bernardino, CA 92407
 Tel : 1 (909) 713-1600
 Fax : 1 (909) 713-1613

www.globalsweeper.com



City of Hillsdale

Agenda Item Summary

Meeting Date: September 19, 2022

Agenda Item: New Business

SUBJECT: Compliance 401K Retirement Plan Agreements

BACKGROUND PROVIDED BY: David Mackie, City Manager

On August 15, 2022 the City Council discussed and authorized the City Manager to notify ICMA that the City would be cancelling our current 457 and 401 retirement plans with the organization. That notice was faxed on August 22nd and delivered by certified mail on August 25th. Additionally, the City Council authorized the City Manager to work with Compliance 401K to prepare replacement plan agreements. Attached are the two agreements with Compliance 401K for consideration. The agreements would go into effect upon the cancellation dates of the ICMA plans.

RECOMMENDATION:

Authorize the City Manager to execute on behalf of the City of Hillsdale the attached retirement plan agreements with Compliance 401K for 457 and 401 retirement plans.



COMPLIANCE 401K MULTIPLE EMPLOYER PROGRAM (MEP) 457(b)/401(a) PLAN ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT ("Agreement") is made effective as of the 26th day of August, 2022 (the "Effective Date") between **CITY OF HILLSDALE, MICHIGAN**, a Michigan municipality, with its principal office located at 97 N. Broad Street, Hillsdale, MI 49242, EIN # 38-6004621 (hereafter referred to as "Adopting Employer") and **COMPLIANCE 401K**, a Texas limited liability company, with its principal office located at 1095 Evergreen Circle, Suite 462, The Woodlands, TX 77380 (hereafter referred to as "C401K") (each a "Party" and together the "Parties").

WHEREAS, the Plan Adopter currently sponsors **CITY OF HILLSDALE RETIREMENT PLAN** (the "Plan"); and

WHEREAS, Compliance 401k Multiple Employer Program (MEP) 457(b)/401(a) Plan provides retirement plan, oversight and support services; and

WHEREAS, the Plan Adopter wishes to adopt or restate a 457(b)/401(a) Plan for the benefit of its employees;

WHEREAS, Adopting Employer wishes to appoint COMPLIANCE 401K (C401K) as the 402(a) Plan Sponsor, Trustee and 3(16) Fiduciary and to delegate to C401K the fiduciary responsibilities enumerated in the Plan; with any such delegation of authority being subject to any limitations agreed upon between the parties by accompanying documents;

WHEREAS, C401k wishes to accept the appointment by the Adopting Employer to act as the MEP 402(a) Plan Sponsor, Trustee and 3(16) Fiduciary and consent to the fiduciary responsibility described in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to perform the functions as set forth herein.

NOW, THEREFORE, the Adopting Employer hereby adopts or restates its Plan, and appoints C401K as the 402(a) Plan Sponsor and Administrator, and delegates other fiduciary duties enumerated in the Plan subject to the following conditions and limitations:

Rules and Procedures: The Adopting Employer agrees to abide by such rules and procedures as the Administrator deems necessary for proper administration of the Plan, as well as by the terms of this agreement.

TO BE COMPLETED BY ADOPTING EMPLOYER:

- **Effective Date of Plan: October 26, 2022**

Section 1. COMPLIANCE 401K's Services

C401K's provision of services under this Agreement are conditioned upon the Adopting Employer providing complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by C401K and the Providers for the proper operation and administration of the Plan. Should, in C401K's sole discretion, the Adopting Employer fail to provide complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by C401K, C401K reserves the right to terminate this Agreement immediately upon written notice to Adopting Employer, the agreement termination procedures delineated in Section 6.B of this Agreement notwithstanding. Providing this information includes, but is not limited to:

- granting permission to receive year-end data from the Adopting Employer's external payroll provider, data upon which C401K may rely in making representations on behalf of the Plan in filing the Plan's Form 5500;
- providing participant e-mail addresses for the electronic delivery of notices;
- providing accumulated data for
 1. Plan year-end census and
 2. Plan year-end payroll information to C401K no later than 15 days following year end in order to initiate Compliance Testing for the Plan and allow any required refunds to be calculated and processed within the allowable limits defined by the IRS. Both year-end census and year-end payroll are required even if Adopting Employer provides all relevant information with each upload throughout the year; and
- providing the required Plan data for an efficient installation, takeover, merger (when applicable) of its prior Plan, and annual administration purposes in an electronic file, in a file format acceptable to C401K. C401K will identify the data needed, and

includes but is not limited to, the required information for each participant such as name, social security number, date-of-birth, date-of-hire, date-of-termination, years-of-service, vesting percentages, contribution sources, Roth Basis, Hardship Basis, total amounts by source and investment election along with available hardship distribution amounts taking into account the amounts permissible to be so distributed under the U.S. Tax Code (the "Code").

A. DELEGATION TO C401K OF FIDUCIARY OBLIGATIONS

Adopting Employer, by signing this Agreement, delegates to C401K the responsibility of a Plan Sponsor and, as that term is defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the Code, and other discretionary fiduciary services as described under the Plan Document, the delegation of which C401K acknowledges and accepts upon execution of this Agreement, as further outlined and limited herein and in Appendix A, and referred to as "Fiduciary Services".

B. C401K PROVISION OF NON-FIDUCIARY SERVICES

C401k agrees to provide non-fiduciary administrative services to the Plan to the extent described in Appendix A, subject to the terms and conditions stated herein.

Section 2. Adopting Employer Responsibilities and Representations

Adopting Employer agrees that it retains certain limited fiduciary duties as a Plan Administrator as follows, and as otherwise described and limited herein, including:

- ensuring payroll contributions and any loan repayments from any Participants and any contributions from the Adopting Employer, including but not limited to any elective deferrals and matching or non-elective contributions, are remitted to the Plan or the relevant service provider to the Plan on a timely basis;
- distributing to Participants in a timely manner summary plan descriptions and other disclosure documents required under ERISA (other than quarterly benefit statements), as prepared and provided by C401K or the Plan's service providers to the Adopting Employer; and
- filing, making any representation, or undertaking any responsibility for the Plan under any correction program of any regulatory agency, including the IRS or the DOL.

Adopting Employer is solely responsible for any matching or non-elective contributions to be made to the Plan on behalf of Adopting Employer's employees; and Adopting Employer agrees to pay any excise taxes, penalties, lost earnings, or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from Participants' accounts and that multiple contribution calculations related to a single payroll will be billed based on a supplemental schedule provided by C401K. It also agrees the Adopting Employer, not C401K, will be responsible for taking any corrective action with regard to the Plan.

The Plan Adopting Employer agrees to review Participant statements from the recordkeeping platform for errors and understands C401K is not responsible for corrections to statements if any mistakes are found after 60 days of the statement date. C401K's liability regarding processing errors shall be limited to, and the sole remedy shall be, the correction of such statement errors that are caused by such actions.

All definitions in the Plan shall apply to the Agreement unless specifically stated otherwise.

Adopting Employer agrees and acknowledges that Plan forfeitures may only be used to:

1. reduce future employer contributions,
2. pay reasonable Plan expenses,
3. allocate, pro-rata, among Participants as additional contributions (such allocations will be distributed among participants at the end of the Plan year) and to restore previously forfeited Participant accounts. It is the responsibility of the Adopting Employer to select how Plan forfeitures shall be used.

The Adopting Employer acknowledges and agrees that it has independently exercised its fiduciary judgment to engage C401K pursuant to this Agreement, and that it has independently chosen to invest in the investment platform related to the Plan, giving the Plan the ability to access a universe of investment options under such Contract.

The Adopting Employer further acknowledges that it has an ongoing fiduciary responsibility to monitor C401K's performance of its Plan Administration services, as stated and limited in this Agreement and in the attached Appendix "A" and Fee Schedule, which are incorporated herein and made part of this Agreement, and the use of the investment vehicle for the Plan, and it must independently determine whether to continue such arrangement.

COMPLIANCE 401k ADOPTION AGREEMENT | LEGAL DISCLOSURE

It shall be the responsibility of Adopting Employer to determine if the entity sponsoring the subject Plan is affiliated with any other business entities and whether, as a result of such affiliation, Adopting Employer is part of a controlled group or affiliated service group and, if so, inform C401K of this at the time of installation and annually. C401K can, upon request of Adopting Employer, provide educational materials to assist Adopting Employer in making said determination(s), however, it is suggested that Adopting Employer seek an independent legal determination as to this question.

Adopting Employer represents and warrants that, if this is not a newly adopted plan, that such plan is qualified and in material compliance with all applicable law in form and in operation, and it agrees to provide to C401K the most recent plan document, including any applicable adoption agreement and all plan amendments, and the most current Summary Plan Description and any Summary of Material Modifications. Other items include the most current IRS Form 5500 and Schedules, the most recent plan valuation and testing (employee census file, valuation by participant balance and source, ADP, ACP, 415, Coverage and Top Heavy testing) and any details on receivables, year-to-date statements for brokerage accounts and daily valued plans. The name of representative and contact information is required for the prior record-keeper.

Section 3. Errors and Corrections

The Adopting Employer agrees

- and acknowledges that C401K cannot provide legal or tax advice on behalf of the Adopting Employer, the Plan or the Participants;
- that it, not C401K, bears the full legal responsibility as a Adopting Employer for penalties; excise taxes; lost earnings; or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from Participants' accounts, when such failure was caused by the Adopting Employer or conditions outside of C401K's control. It also agrees the Adopting Employer, not C401K, will be responsible for taking any corrective action with regard to the Plan;
- to pay for any costs (including filing fees, legal fees, corrections) required by any governmental agency under any correction programs or settlement agreement that may be required to be taken, including but not limited to the IRS's Employee Plans Compliance Resolution System (EPCRS) or the DOL's Voluntary Fiduciary Correction Program (VFCP), or other such other program to correct failures related to the Adopting Employer's acts or omissions which cause the need for such corrections;
- that Adopting Employer, not C401K, bears the full legal responsibility as a Plan Administrator for any fees or penalties (including prohibited transaction penalties) related to the untimely filing of the Plan's Form 5500, related audit opinions or required schedules, should any such delay be a consequence of the Adopting Employer's, or any of the Plan's vendors' (including its auditor's) actions, or by any such parties' failure to timely provide necessary information;
- that Adopting Employer will pay for any of C401K's reasonable costs, including legal fees, related to participating in any regulatory investigation related to the Plan, or arising from the implementation of any correction programs, or from participating in any litigation involving the Plan;
- that C401K is authorized to file the IRS Form 5330 related to late deferrals excise taxes only if specifically designated in Appendix A; and

COMPLIANCE 401k ADOPTION AGREEMENT | LEGAL DISCLOSURE

- Adopting Employer is responsible for and agrees to obtain a properly completed and executed participant investment election and beneficiary designation forms, or opt-out Forms, from each eligible Participant and will subsequently maintain the original forms for their records and will forward a copy of the participation election and beneficiary designation forms to C401K. The participant investment elections will be provided in an electronic form (Microsoft Excel format) to C401K by the Adopting Employer or their designated representative
- at time of conversion. In lieu of a participant election form, auto enrollment is an acceptable alternative. In lieu of a participant investment election form, triple mapping is an acceptable format.

Adopting Employer understands that if the Plan becomes “top heavy” (as defined in Section 416 of the Internal Revenue Code), a minimum contribution must be made to the Plan on behalf of the Adopting Employer’s “non-key employees” (as defined in Section 416 of the Internal Revenue Code). If the Plan, as adopted by the Adopting Employer, becomes top heavy, the Adopting Employer solely bears the full legal responsibility to make any minimum contribution required by law, and agrees to make any such contribution in a timely manner, and the Adopting Employer acknowledges that it shall be solely responsible for any such required contribution.

Section 4. Delivery of Notices

A. EMPLOYEE REQUIRED NOTICES

To the extent the notices are identified in Appendix A, the Adopting Employer directs the electronic delivery of all Employee required notices and communications in accordance with IRS and DOL regulations. The Adopting Employer also represents and confirms that its employees have worksite availability to electronic delivery of documents, and have the ability to access and view these documents. By supplying employee email addresses within thirty days of signing the Adoption Agreement, the Adopting Employer provides authorization to receive and distribute Employee notifications electronically and agrees that Employees may receive notifications via the email address the Adopting Employer has provided. If the Adopting Employer is unable to meet the regulatory requirements for electronic disclosure, Adopting Employer agrees to provide each eligible employee a copy of the most current Summary Plan Description. Adopting Employer also agrees to provide all employee notices and other employee communications from C401K to employees and all enrollment materials to every eligible employee, including required participant investment disclosure material.

B. EMPLOYER NOTICES

Delivery of all other notices required pursuant to this Agreement shall be in writing and shall also be considered sufficient if

1. delivered personally,
2. mailed registered or certified mail, return receipt requested and postage prepaid, or
3. sent via statutory overnight carrier.

If to C401k:

If to Adopting Employer:

James Morin, Chief Executive Officer
Compliance 401K
1095 Evergreen Circle, Suite 462
The Woodlands, TX 77380
855-480-0628
jmorin@compliance-401k.com

David Mackie, City Manager
City of Hillsdale, Michigan
97 N. Broad Street
Hillsdale, MI 49242
517-437-6444
dmackie@cityofhillsdale.org

Section 5. Plan Document Services

A. ADOPTION OR RESTATEMENT OF PLAN

Adopting Employer adopts or restates (as the case may be) the Plan document by signing this Agreement, and authorizes C401K to execute the formal Adoption Agreement to the IRS pre-approved plan document provided to Adopting Employer by C401K (which Adopting Employer hereby acknowledges receiving), on Adopting Employer's behalf. The Adoption Agreement to be executed by C401K on the Adopting Employer's behalf is governed by applicable federal law and IRS and DOL regulations. It has been written with the intention of complying with those applicable requirements. The Adopting Employer is not permitted to make selections as to Plan provisions other than as provided in this Agreement. The Adopting Employer should not modify these Plan elections, or attempt to modify Plan features, (i.e., crossing out, interlineating, or other changes to the form, other than the selection of choices permitted, if any). If the Adopting Employer fails to complete any required section, modifies any provision of the Plan, or otherwise makes in designation or entry in such a way that the Adopting Employer's election is ambiguous or otherwise not clear in C401K's sole determination, then such section, modification or ambiguity shall be deemed void and the Plan shall be administered in accordance with the Plan document's default terms as selected by C401K; not in accordance with any such election or modification that the Adopting Employer might otherwise have attempted to make on this Service Agreement.

B. PLAN AMENDMENT

Adopting Employer grants to C401K the right to amend or restate the Plan Document ("Plan") from time to time upon 60 days notice to the Adopting Employer; except any amendment which alters the eligibility, vesting, contribution or benefit payout terms will not be effective without Adopting Employer's prior written consent; and any such amendment will protect Participants' rights under the Plan as required by ERISA. Adopting Employer may amend the Plan upon 60 days prior written notice to C401K, at which time C401K will notify the Adopting Employer as to whether or not it will accept any fiduciary or ministerial responsibility with regard to such amendment. C401K may Terminate this Agreement, in accordance with the Section 6.B, upon receiving such an amendment.

Section 6. Amendment and Termination of Agreement

A. AMENDMENT

This Agreement and its related Appendices may be amended or modified at any time by an instrument executed by the Adopting Employer and C401K. Notwithstanding the foregoing, C401K may unilaterally once each calendar year amend the Fee Schedule relating to fees upon thirty (30) days prior written notice to the Adopting Employer. C401K may propose other modifications to this Agreement, which will be effective no sooner than thirty (30) days after providing the Adopting Employer written notice. Adopting Employer may reject the proposal (and terminate this Agreement) by giving written notice before such amendment becomes effective. However, any changes to the fiduciary delegations made under this Agreement (other than termination, as stated below and in Section 6B), can be made only with the mutual consent of the Parties, unless otherwise expressly authorized by the terms of this agreement.

C401K may unilaterally modify any provision of this Agreement without Adopting Employer consent to comply with applicable laws and regulations. However, to the extent possible, C401K will provide advance written notice of any such changes.

B. TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other prior to the scheduled termination date, unless otherwise agreed to by the parties, or where sixty (60) days' notice would be clearly imprudent. C401K has the right to terminate this Agreement upon sixty (60) days notice of a change in the Plan that is not acceptable to C401K as provided. If such termination notice has been provided by either party, all of the allocation of the fiduciary obligations delegated under this Agreement and the Plan Document to the Plan terminates and reverts to the Adopting Employer as of the Termination Date. C401K shall have no continuing obligation to perform any act following such Termination Date, including, but not limited to, annual compliance testing, audit, the filing of the any Form 5500, completion of financial statement or any attendant schedule. Further, the Adopting Employer agrees that C401K will terminate the service agreement with any Provider which C401K has entered into with regard to the Plan as of the Termination Date, and the Adopting Employer acknowledges that it will have the responsibility for arranging for such services to the Plan effective as of the Termination Date.

C401K shall not have any fiduciary oversight for any Investment Fiduciary, if applicable, to the Plan after the Termination Date or any responsibility with regard to any financial decision made by the Plan following the date of the notice of the termination. Adopting Employer agrees that, upon termination of this Agreement, it will be responsible for transferring the Plan assets from the funding vehicle under Section 7 to another vehicle of Adopting Employer's choosing. The Adopting Employer shall have the fiduciary responsibility to transfer Plan assets to another funding vehicle without any further approval of C401K after the date of notification of termination.

The Adopting Employer further agrees that, should it fail to exercise its fiduciary obligation to transfer assets to another funding vehicle as of the Termination Date, C401K may elect to continue this Agreement for the sole purposes of terminating the Plan; that Adopting Employer authorizes C401K, as agent of the Adopting Employer, upon C401K's election to continue this Agreement, to terminate the Plan upon thirty (30) days written notice to the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section; to be allocated the powers of Investment Fiduciary to the extent necessary to properly terminate the Plan and to retain the necessary Providers after the Termination Date; to pay from the Plan its fees (as listed in the fee schedule) and the Provider fees related to such termination (including, if necessary, fees for the opinion of an Independent Qualified Plan Auditor) and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants.

This contract will also terminate upon the dissolution or bankruptcy of the Adopting Employer; or upon the inability of C401K to locate the officers of the Adopting Employer, or where C401K has reasonably determined that the Adopting Employer has abandoned the Plan. Under such circumstances, the Adopting Employer hereby delegates to C401K the authority (where necessary, and at C401K's discretion) to terminate the Plan, including employing the services of a Qualified Termination Agent ("QTA"), upon thirty (30) day written notice to the last known address of the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section, pay from the Plan its fees (as listed in the fee schedule) and fees related to such termination and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants.

The Adopting Employer may terminate the Plan upon 60 days' written notice to C401K, and this Agreement will also terminate upon the final distribution of the assets from the Plan unless C401K otherwise terminates this Agreement earlier. C401K will distribute the assets from the Plan upon Plan termination as directed by the Adopting Employer, except as provided in the prior paragraph.

Year-to-date participant data and payment of outstanding fees are required prior to Plan termination. The Plan may be subject to audit procedures and related costs after termination. Adopting Employer grants to C401K the authority to charge the Plan assets for any unpaid administrative fees after notification of termination, and upon prior notice to the

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Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Nothing in this section shall be deemed to conflict with the terms contained in Section 1 of this Agreement.

SECTION 7. FUNDING VEHICLE

Adopting Employer has independently selected the investment platform and related investments identified in this Agreement and represents that Adopting Employer has made a determination that they are prudent investments. If stated in Appendix A, Adopting Employer authorizes and directs C401K to nominally contract with and hold any contract necessary (including any related trust or annuity contracts) on the Plan's behalf related to the deposit of plan contributions to such Platform.

Section 8. Compensation and Fee Disclosure

As consideration for its services under this Agreement, C401K shall be entitled to compensation, which shall be computed and paid to C401K in accordance with the Fee Schedule, as amended from time to time. The Adopting Employer hereby acknowledges that the fee information and method of payment to C401K provided under the Fee Schedule (which is intended to provide certain fee disclosures in accordance with Section 2550.408b-2(c) of the final regulations issued by the U.S. Department of Labor (the "408(b)(2) Regulations")) was provided reasonably in advance of the date of its signing of this Agreement, and has determined that such compensation for C401K in exchange for its Services is reasonable.

To the extent identified in Appendix A, the Adopting Employer delegates to C401K, and C401K hereby accepts, the role of the "responsible plan fiduciary" with the authority to cause the Plan to enter into a Provider Agreement authorized by this Agreement under Appendix A with each such provider within the meaning of the ERISA 408(b) (2) and its related regulations. C401K shall provide copies of any fee disclosures provided by the providers for purposes of the 408(b)(2) Regulations as instructed by the Adopting Employer. The fee information provided under attached Fee Schedule are not intended to be a complete fee disclosure for all expenses of the Plan, but only with regard to compensation payable to C401K for its Services under this Agreement and the compensation payable to certain of the providers for services under their respective Provider Agreements.

C401K will not receive any compensation, direct or indirect, for its Services under this Agreement, except for the fees disclosed in the Fee Schedule.

Adopting Employer grants C401K the authority to charge the Plan assets for any unpaid administrative fees after 30 days of non-payment, and upon prior notice to the Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Adopting Employer further acknowledges that when C401K enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreement shall be payable from the assets of the Plan. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer and Adopting Employer shall pay same.

SECTION 9. General Provisions

A. AMENDMENTS

This Agreement may only be amended or modified by written instrument executed by all of the parties hereto.

B. HEADINGS

Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

C. ENTIRE AGREEMENT

This entire Adoption Agreement constitutes the understanding and agreement between the parties with respect to the administration of the Plan; and supersedes all prior agreements. Except for the Plan Document, there are no other agreements, understandings, restrictions, representations or warranties, except as described herein.

D. GOVERNING LAW

This Agreement and the terms and administration of the Plan will be governed by the United States Code, The Federal Arbitration Act (FAA), ERISA, any applicable treaty of the United States, and, to the extent not pre-empted by federal law, the laws of the state of Texas.

Subject to the binding arbitration and waiver obligations in Section H, all judicial actions must be brought exclusively in the United States District Court for the Southern District of Texas, Houston Division. Jurisdiction and venue shall be exclusively in the United States District Court for the Southern District of Texas in Houston, Texas without regard to the jurisdictional, venue or choice of law provisions of any state or territory other than Texas. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either jurisdiction or venue.

E. ASSIGNMENT

C401K may delegate all or a portion of its responsibility under this agreement to a third party, consistent with the roles and obligations of a Plan Administrator and in accordance with ERISA.

F. SEVERABILITY

Each provision of this Adoption Agreement is intended to be severable. In the event that any one or more of the provisions contained in the Adoption Agreement is invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of any other provision. Notwithstanding the foregoing, however, no provision shall be severed if it is clearly apparent under the circumstances that the parties would not have entered into this Adoption Agreement without such provision.

G. INDEMNIFICATION

Each Party (as such, the "Indemnitor") shall defend, indemnify, and hold harmless the other Party (as such, the "Indemnatee") and the Indemnatee's affiliates from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees (collectively, "Losses"), resulting from, arising out of, or in any way connected with third party claims arising out of any breach by the Indemnitor of any warranty, representation, agreement, covenant or obligation contained herein.

H. DISPUTE RESOLUTION

Any dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, the parties hereto shall first attempt to settle the

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dispute by mediation, administered by the American Arbitration Association under its Mediation Rules, unless otherwise agreed by the parties. The complaining party shall serve written notice of the demand for mediation on the other party according to the terms of Section 4B of this agreement. Mediation shall be held in Houston Texas. The parties shall equally bear all expenses of mediation, including the mediator's fee.

If settlement is not reached within sixty (60) days after service of a written demand for mediation, the mediation shall cease and the complaining party shall demand remedies for any remaining dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, exclusively through Binding Arbitration conducted in accordance with the then existing Rules of the American Arbitration Association, as modified by the terms of Section H of this agreement. All claims, disputes, or controversies between the parties shall be arbitrated on an individual basis between C401K and Adopting Employer. Neither party shall bring any class, collective, or multi-party claims against the other and neither party shall be a claimant or otherwise participate as a party in any class, collective, or multi-party claims or proceedings brought by any other person or entity.

The complaining party shall serve written notice of the demand for binding arbitration on the other party according to the terms of Section 4B of this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

This agreement to arbitrate shall be binding on the parties. Any issues as to the arbitrability of any dispute arising between the parties to this agreement shall be decided by the arbitrator.

The arbitration shall be conducted in Houston Texas. Federal Law, the FAA, ERISA and, to the extent not preempted by Federal law, the laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. The binding arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed, but failure to adhere to this time limit shall not constitute a basis for challenging the award. The arbitration period can be extended by the arbitrator for good cause, or by agreement of the parties. Neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties, unless where required by law.

The Parties shall not be entitled to discovery, except as agreed to by the parties, if any.

The arbitrator shall have no authority to award punitive damages. The arbitrator shall award interest from the time of the breach to the time of award at the rate of prejudgment interest under Texas Law. The cost of the arbitration proceeding, including arbitrator fees and expenses, and any proceeding in court to confirm or to vacate any arbitration award, as applicable including, without limitation, reasonable attorneys' fees and costs, shall be awarded against such party, and in such measure, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

I. OWNERSHIP OF RECORDS

The Adopting Employer agrees that all records produced, maintained, and stored by C401K other than the annual reporting delivered to the Employer are the property of the Adopting Employer. C401K will transfer electronically in a format determined by C401K any records necessary for a spin-off following discontinuance or Plan termination under this Agreement. C401K shall maintain custody of the records, data, and information of the Plan necessary for the performance of services hereunder, but such records, data and information are and shall remain the property of the Adopting

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Employer. Notwithstanding the generality of the foregoing, any computer software, computer programs, coding and other software items used by C401K in the performance of its duties hereunder are and shall remain the property of C401K. C401K shall maintain the records, data and information hereunder for a period of time as required by law following the termination of this Agreement; thereafter, such records, data and information may be destroyed, in the sole discretion of C401K.

J. RECORDS SECURITY

C401K agrees that it will protect the confidential information it receives from Adopting Employer according to commercially acceptable standards and no less rigorously than C401K protects its own confidential information. Specifically, C401K shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed confidential information.

K. CONFLICTING TERMS

In the event any term or terms contained in Sections 1 through 8 of this this agreement conflict with any term or terms contained in the Appendix, A of this Agreement, the term or terms contained in Appendix A shall control.

L. WAIVER AND FORBEARANCE

In the event C401K does not insist upon strict compliance of Adopting Employer as to any duties of performance owed by the Adopting Employer pursuant to the terms of this Agreement, or C401K does not enforce any or all of its rights and remedies under this Agreement such forbearance, on the part of C401K in no way waives or obviates Adopting Employer's obligations and duties, or C401K's rights and remedies under the terms of the Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement as of this day, month and year written below. Any modification to this agreement requires an addendum executed by an authorized representative from each of the parties executing the original document.

ADOPTING EMPLOYER

COMPLIANCE 401K, LLC

Signature

Signature

Printed Name

Printed Name

Date

Date

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APPENDIX A

I. Plan Administration with 3(38) Hiring and Monitoring

Adopting Employer, by signing this Agreement, into which this Appendix A is incorporated and made part of, delegates to C401K the responsibility of a 402(a) Plan Sponsor, Administrator and 3(16) Fiduciary, as those terms are defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the U.S. Tax Code (the "Code"), and other duties under the Plan Document, the delegation of which C401K acknowledges and accepts upon execution of this Agreement, as further stated and limited in this Agreement and in Parts I and II of this Appendix A and to provide the administrative services listed in Part III of this Appendix A.

Adopting Employer further agrees and acknowledges that C401K has the authority to appoint and remove the Investment Manager, as this term is defined in ERISA Section 3(38), with regard to the funds held under the Plan. In the event Adopting Employer later elects to be responsible for appointing said fiduciary, Adopting Employer expressly agrees to assume the duties and responsibilities of appointment, oversight and monitoring of Investment Manager. Should Adopting Employer elect to be responsible for appointing said fiduciary, Adopting Employer agrees to notify C401K of its choice of Investment Manager.

The Adopting Employer hereby acknowledges and agrees that C401K in its capacity as a Plan Administrator has the fiduciary authority to purchase and maintain a bond to the benefit of the Plan covering C401K's activities hereunder, to the extent required under ERISA Section 412, the cost of such bond being borne by the Plan; and that the Adopting Employer further acknowledges that when C401K enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreements shall be payable from the assets of the Plan. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer.

The powers of Plan Administrator are described in the Plan document and include, but are not limited to, the authority to resolve beneficiary disputes under the Plan; interpreting the terms of the Plan document; developing the Plan's financial statements; and responsibility for retaining auditors to prepare audited financial statements for the Plan, at the Plan's expense.

II. Fiduciary Plan Administration Services

- 3(38) Investment Manager Appointment
- 404(a)(5) Notice Distribution
- 404(c) Notice Distribution
- Audit Firm Hiring & Monitoring
- Auto Enrollment Notice Distribution
- Death Benefit Approval
- Blackout Notice Distribution
- Form Preparation, Signing, & Filing
- Hardship Withdrawal Approval
- Loan Approval & Reporting
- Fund Change Notice Distribution
- Plan Document Interpretation
- Plan Document Preparation & Archiving
- QDIA Notice Distribution
- QDRO Determinations & Reporting
- SAR Production & Distribution
- SMM Notice Distribution
- SPD Production & Distribution
- Trustee Hiring and Monitoring (if applicable)
- Actuarial Hiring and Monitoring (if applicable)
- Termination Withdrawal Approval

III. Non-Fiduciary Plan Administration Services

- 402(g) Limit Reporting
- 408(b)(2) Notice Distribution
- Annual Discrimination & Coverage Testing
- Audit Completion Support
- Beneficiary Designation Form Maintenance
- Beneficiary Determinations
- Census Review
- Corrective Distributions
- Distribution Reporting
- DOL and IRS Issue Resolution Assistance
- Eligibility Calculations
- Eligibility Notifications
- Employer Contribution Monitoring
- ERISA Bond Review
- Error Correction Monitoring
- Force Out Processing
- Form 5330 Preparation & Filing
- Form 8955 Preparation & Filing
- Loan Default Monitoring
- Loan Policy Administration
- Lost Earnings Calculations
- Participant Enrollment Assistance
- Payroll Aggregation
- Plan Design Review
- Plan Irregularity Notification
- Quarterly Investment Review Meetings
- Rate Changes Monitoring & Reporting
- Required Minimum Distributions
- Safe Harbor Notice Distribution
- Termination Date Verification & Maintenance
- Vesting Verification & Tracking
- Year End Data Collection & Review

APPENDIX B

I. Proposal Fee Schedule

(Please attach a copy of proposal financials)

PLAN & FEE SUMMARY

EMPLOYER

PLAN ASSETS
ESTIMATED ANNUAL CONTRIBUTIONS
ELIGIBLE EMPLOYEES
EMPLOYEES WITH BALANCES

PLAN PRICING

ANNUAL ASSET-BASED FEES

AMERITAS ASSET-BASED FEE
AVERAGE FUND EXPENSE
MESIROW 3(38) INVESTMENT FIDUCIARY FEE
COMPLIANCE 401K ERISA 3(16)/402(a) FIDUCIARY SERVICES ANNUAL FEE
BROKER COMPENSATION

TOTAL ANNUAL ASSET-BASED FEES

COMPLIANCE 401K (*ONE TIME*) INSTALLATION FEE* **WAIVED**
AMERITAS ANNUAL FEE***WAIVED**
AMERITAS ANNUAL PARTICIPANT FEE* {86*\$15}
EGPS PLAN DOCUMENT (*ONE TIME*) FEE **WAIVED**

TOTAL 1ST YEAR NON-ASSET BASED FEES

EGPS ANNUAL TPA ADMINISTRATION FEE 2nd YEAR+

TOTAL 2ND YEAR+ NON-ASSET BASED FEES

ADDITIONAL SERVICE FEES (per occurrence)

AMERITAS		ECONOMIC GROUP PENSION SERVICES		STADION
Distribution fee	\$ 30	Amendments	\$300	Managed Account Services: 0.35% per participant utilizing this service.
Annual Loan Maintenance	\$ 24	New Comparability Profit Sharing Calculations:	\$500	
Plan Termination	\$ 500	Distribution Fee	\$50	
		Minimum required Distribution	\$50	

Note: * These fees can be paid directly by the employer or paid from Plans Assets.

PRICING EFFECTIVE 90 DAYS FROM PROPOSAL DATE.



COMPLIANCE 401K MULTIPLE EMPLOYER PROGRAM (MEP) 457(b)/401(a) PLAN ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT ("Agreement") is made effective as of the 26th day of August, 2022 (the "Effective Date") between **CITY OF HILLSDALE, MICHIGAN**, a Michigan municipality, with its principal office located at 97 N. Broad Street, Hillsdale, MI 49242, EIN # 38-6004621 (hereafter referred to as "Adopting Employer") and **COMPLIANCE 401K**, a Texas limited liability company, with its principal office located at 1095 Evergreen Circle, Suite 462, The Woodlands, TX 77380 (hereafter referred to as "C401K") (each a "Party" and together the "Parties").

WHEREAS, the Plan Adopter currently sponsors **CITY OF HILLSDALE - CITY MANAGER RETIREMENT PLAN** (the "Plan"); and

WHEREAS, Compliance 401K Multiple Employer Program (MEP) 457(b)/401(a) Plan provides retirement plan, oversight and support services; and

WHEREAS, the Plan Adopter wishes to adopt or restate a 457(b)/401(a) Plan for the benefit of its employees;

WHEREAS, Adopting Employer wishes to appoint COMPLIANCE 401K (C401K) as the 402(a) Plan Sponsor, Trustee and 3(16) Fiduciary and to delegate to C401K the fiduciary responsibilities enumerated in the Plan; with any such delegation of authority being subject to any limitations agreed upon between the parties by accompanying documents;

WHEREAS, C401k wishes to accept the appointment by the Adopting Employer to act as the MEP 402(a) Plan Sponsor, Trustee and 3(16) Fiduciary and consent to the fiduciary responsibility described in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to perform the functions as set forth herein.

NOW, THEREFORE, the Adopting Employer hereby adopts or restates its Plan, and appoints C401K as the 402(a) Plan Sponsor and Administrator, and delegates other fiduciary duties enumerated in the Plan subject to the following conditions and limitations:

Rules and Procedures: The Adopting Employer agrees to abide by such rules and procedures as the Administrator deems necessary for proper administration of the Plan, as well as by the terms of this agreement.

TO BE COMPLETED BY ADOPTING EMPLOYER:

- **Effective Date of Plan: October 26, 2022**

Section 1. COMPLIANCE 401K's Services

C401K's provision of services under this Agreement are conditioned upon the Adopting Employer providing complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by C401K and the Providers for the proper operation and administration of the Plan. Should, in C401K's sole discretion, the Adopting Employer fail to provide complete and accurate data and other information in its possession or control relating to the Adopting Employer and the Participants on a timely basis as reasonably required by C401K, C401K reserves the right to terminate this Agreement immediately upon written notice to Adopting Employer, the agreement termination procedures delineated in Section 6.B of this Agreement notwithstanding. Providing this information includes, but is not limited to:

- granting permission to receive year-end data from the Adopting Employer's external payroll provider, data upon which C401K may rely in making representations on behalf of the Plan in filing the Plan's Form 5500;
- providing participant e-mail addresses for the electronic delivery of notices;
- providing accumulated data for
 1. Plan year-end census and
 2. Plan year-end payroll information to C401K no later than 15 days following year end in order to initiate Compliance Testing for the Plan and allow any required refunds to be calculated and processed within the allowable limits defined by the IRS. Both year-end census and year-end payroll are required even if Adopting Employer provides all relevant information with each upload throughout the year; and
- providing the required Plan data for an efficient installation, takeover, merger (when applicable) of its prior Plan, and annual administration purposes in an electronic file, in a file format acceptable to C401K. C401K will identify the data needed, and

includes but is not limited to, the required information for each participant such as name, social security number, date-of-birth, date-of-hire, date-of-termination, years-of-service, vesting percentages, contribution sources, Roth Basis, Hardship Basis, total amounts by source and investment election along with available hardship distribution amounts taking into account the amounts permissible to be so distributed under the U.S. Tax Code (the "Code").

A. DELEGATION TO C401K OF FIDUCIARY OBLIGATIONS

Adopting Employer, by signing this Agreement, delegates to C401K the responsibility of a Plan Sponsor and, as that term is defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the Code, and other discretionary fiduciary services as described under the Plan Document, the delegation of which C401K acknowledges and accepts upon execution of this Agreement, as further outlined and limited herein and in Appendix A, and referred to as "Fiduciary Services".

B. C401K PROVISION OF NON-FIDUCIARY SERVICES

C401k agrees to provide non-fiduciary administrative services to the Plan to the extent described in Appendix A, subject to the terms and conditions stated herein.

Section 2. Adopting Employer Responsibilities and Representations

Adopting Employer agrees that it retains certain limited fiduciary duties as a Plan Administrator as follows, and as otherwise described and limited herein, including:

- ensuring payroll contributions and any loan repayments from any Participants and any contributions from the Adopting Employer, including but not limited to any elective deferrals and matching or non-elective contributions, are remitted to the Plan or the relevant service provider to the Plan on a timely basis;
- distributing to Participants in a timely manner summary plan descriptions and other disclosure documents required under ERISA (other than quarterly benefit statements), as prepared and provided by C401K or the Plan's service providers to the Adopting Employer; and
- filing, making any representation, or undertaking any responsibility for the Plan under any correction program of any regulatory agency, including the IRS or the DOL.

Adopting Employer is solely responsible for any matching or non-elective contributions to be made to the Plan on behalf of Adopting Employer's employees; and Adopting Employer agrees to pay any excise taxes, penalties, lost earnings, or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from Participants' accounts and that multiple contribution calculations related to a single payroll will be billed based on a supplemental schedule provided by C401K. It also agrees the Adopting Employer, not C401K, will be responsible for taking any corrective action with regard to the Plan.

The Plan Adopting Employer agrees to review Participant statements from the recordkeeping platform for errors and understands C401K is not responsible for corrections to statements if any mistakes are found after 60 days of the statement date. C401K's liability regarding processing errors shall be limited to, and the sole remedy shall be, the correction of such statement errors that are caused by such actions.

All definitions in the Plan shall apply to the Agreement unless specifically stated otherwise.

Adopting Employer agrees and acknowledges that Plan forfeitures may only be used to:

1. reduce future employer contributions,
2. pay reasonable Plan expenses,
3. allocate, pro-rata, among Participants as additional contributions (such allocations will be distributed among participants at the end of the Plan year) and to restore previously forfeited Participant accounts. It is the responsibility of the Adopting Employer to select how Plan forfeitures shall be used.

The Adopting Employer acknowledges and agrees that it has independently exercised its fiduciary judgment to engage C401K pursuant to this Agreement, and that it has independently chosen to invest in the investment platform related to the Plan, giving the Plan the ability to access a universe of investment options under such Contract.

The Adopting Employer further acknowledges that it has an ongoing fiduciary responsibility to monitor C401K's performance of its Plan Administration services, as stated and limited in this Agreement and in the attached Appendix "A" and Fee Schedule, which are incorporated herein and made part of this Agreement, and the use of the investment vehicle for the Plan, and it must independently determine whether to continue such arrangement.

COMPLIANCE 401k ADOPTION AGREEMENT | LEGAL DISCLOSURE

It shall be the responsibility of Adopting Employer to determine if the entity sponsoring the subject Plan is affiliated with any other business entities and whether, as a result of such affiliation, Adopting Employer is part of a controlled group or affiliated service group and, if so, inform C401K of this at the time of installation and annually. C401K can, upon request of Adopting Employer, provide educational materials to assist Adopting Employer in making said determination(s), however, it is suggested that Adopting Employer seek an independent legal determination as to this question.

Adopting Employer represents and warrants that, if this is not a newly adopted plan, that such plan is qualified and in material compliance with all applicable law in form and in operation, and it agrees to provide to C401K the most recent plan document, including any applicable adoption agreement and all plan amendments, and the most current Summary Plan Description and any Summary of Material Modifications. Other items include the most current IRS Form 5500 and Schedules, the most recent plan valuation and testing (employee census file, valuation by participant balance and source, ADP, ACP, 415, Coverage and Top Heavy testing) and any details on receivables, year-to-date statements for brokerage accounts and daily valued plans. The name of representative and contact information is required for the prior record-keeper.

Section 3. Errors and Corrections

The Adopting Employer agrees

- and acknowledges that C401K cannot provide legal or tax advice on behalf of the Adopting Employer, the Plan or the Participants;
- that it, not C401K, bears the full legal responsibility as a Adopting Employer for penalties; excise taxes; lost earnings; or calculation costs due for failure to transmit timely contributions or failure to make timely corrective distributions from Participants' accounts, when such failure was caused by the Adopting Employer or conditions outside of C401K's control. It also agrees the Adopting Employer, not C401K, will be responsible for taking any corrective action with regard to the Plan;
- to pay for any costs (including filing fees, legal fees, corrections) required by any governmental agency under any correction programs or settlement agreement that may be required to be taken, including but not limited to the IRS's Employee Plans Compliance Resolution System (EPCRS) or the DOL's Voluntary Fiduciary Correction Program (VFCP), or other such other program to correct failures related to the Adopting Employer's acts or omissions which cause the need for such corrections;
- that Adopting Employer, not C401K, bears the full legal responsibility as a Plan Administrator for any fees or penalties (including prohibited transaction penalties) related to the untimely filing of the Plan's Form 5500, related audit opinions or required schedules, should any such delay be a consequence of the Adopting Employer's, or any of the Plan's vendors' (including its auditor's) actions, or by any such parties' failure to timely provide necessary information;
- that Adopting Employer will pay for any of C401K's reasonable costs, including legal fees, related to participating in any regulatory investigation related to the Plan, or arising from the implementation of any correction programs, or from participating in any litigation involving the Plan;
- that C401K is authorized to file the IRS Form 5330 related to late deferrals excise taxes only if specifically designated in Appendix A; and

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- Adopting Employer is responsible for and agrees to obtain a properly completed and executed participant investment election and beneficiary designation forms, or opt-out Forms, from each eligible Participant and will subsequently maintain the original forms for their records and will forward a copy of the participation election and beneficiary designation forms to C401K. The participant investment elections will be provided in an electronic form (Microsoft Excel format) to C401K by the Adopting Employer or their designated representative
- at time of conversion. In lieu of a participant election form, auto enrollment is an acceptable alternative. In lieu of a participant investment election form, triple mapping is an acceptable format.

Adopting Employer understands that if the Plan becomes “top heavy” (as defined in Section 416 of the Internal Revenue Code), a minimum contribution must be made to the Plan on behalf of the Adopting Employer’s “non-key employees” (as defined in Section 416 of the Internal Revenue Code). If the Plan, as adopted by the Adopting Employer, becomes top heavy, the Adopting Employer solely bears the full legal responsibility to make any minimum contribution required by law, and agrees to make any such contribution in a timely manner, and the Adopting Employer acknowledges that it shall be solely responsible for any such required contribution.

Section 4. Delivery of Notices

A. EMPLOYEE REQUIRED NOTICES

To the extent the notices are identified in Appendix A, the Adopting Employer directs the electronic delivery of all Employee required notices and communications in accordance with IRS and DOL regulations. The Adopting Employer also represents and confirms that its employees have worksite availability to electronic delivery of documents, and have the ability to access and view these documents. By supplying employee email addresses within thirty days of signing the Adoption Agreement, the Adopting Employer provides authorization to receive and distribute Employee notifications electronically and agrees that Employees may receive notifications via the email address the Adopting Employer has provided. If the Adopting Employer is unable to meet the regulatory requirements for electronic disclosure, Adopting Employer agrees to provide each eligible employee a copy of the most current Summary Plan Description. Adopting Employer also agrees to provide all employee notices and other employee communications from C401K to employees and all enrollment materials to every eligible employee, including required participant investment disclosure material.

B. EMPLOYER NOTICES

Delivery of all other notices required pursuant to this Agreement shall be in writing and shall also be considered sufficient if

1. delivered personally,
2. mailed registered or certified mail, return receipt requested and postage prepaid, or
3. sent via statutory overnight carrier.

If to C401k:

If to Adopting Employer:

James Morin, Chief Executive Officer
Compliance 401K
1095 Evergreen Circle, Suite 462
The Woodlands, TX 77380
855-480-0628
jmorin@compliance-401k.com

David Mackie, City Manager
City of Hillsdale, Michigan
97 N. Broad Street
Hillsdale, MI 49242
517-437-6444
dmackie@cityofhillsdale.org

Section 5. Plan Document Services

A. ADOPTION OR RESTATEMENT OF PLAN

Adopting Employer adopts or restates (as the case may be) the Plan document by signing this Agreement, and authorizes C401K to execute the formal Adoption Agreement to the IRS pre-approved plan document provided to Adopting Employer by C401K (which Adopting Employer hereby acknowledges receiving), on Adopting Employer's behalf. The Adoption Agreement to be executed by C401K on the Adopting Employer's behalf is governed by applicable federal law and IRS and DOL regulations. It has been written with the intention of complying with those applicable requirements. The Adopting Employer is not permitted to make selections as to Plan provisions other than as provided in this Agreement. The Adopting Employer should not modify these Plan elections, or attempt to modify Plan features, (i.e., crossing out, interlineating, or other changes to the form, other than the selection of choices permitted, if any). If the Adopting Employer fails to complete any required section, modifies any provision of the Plan, or otherwise makes in designation or entry in such a way that the Adopting Employer's election is ambiguous or otherwise not clear in C401K's sole determination, then such section, modification or ambiguity shall be deemed void and the Plan shall be administered in accordance with the Plan document's default terms as selected by C401K; not in accordance with any such election or modification that the Adopting Employer might otherwise have attempted to make on this Service Agreement.

B. PLAN AMENDMENT

Adopting Employer grants to C401K the right to amend or restate the Plan Document ("Plan") from time to time upon 60 days notice to the Adopting Employer; except any amendment which alters the eligibility, vesting, contribution or benefit payout terms will not be effective without Adopting Employer's prior written consent; and any such amendment will protect Participants' rights under the Plan as required by ERISA. Adopting Employer may amend the Plan upon 60 days prior written notice to C401K, at which time C401K will notify the Adopting Employer as to whether or not it will accept any fiduciary or ministerial responsibility with regard to such amendment. C401K may Terminate this Agreement, in accordance with the Section 6.B, upon receiving such an amendment.

Section 6. Amendment and Termination of Agreement

A. AMENDMENT

This Agreement and its related Appendices may be amended or modified at any time by an instrument executed by the Adopting Employer and C401K. Notwithstanding the foregoing, C401K may unilaterally once each calendar year amend the Fee Schedule relating to fees upon thirty (30) days prior written notice to the Adopting Employer. C401K may propose other modifications to this Agreement, which will be effective no sooner than thirty (30) days after providing the Adopting Employer written notice. Adopting Employer may reject the proposal (and terminate this Agreement) by giving written notice before such amendment becomes effective. However, any changes to the fiduciary delegations made under this Agreement (other than termination, as stated below and in Section 6B), can be made only with the mutual consent of the Parties, unless otherwise expressly authorized by the terms of this agreement.

C401K may unilaterally modify any provision of this Agreement without Adopting Employer consent to comply with applicable laws and regulations. However, to the extent possible, C401K will provide advance written notice of any such changes.

B. TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other prior to the scheduled termination date, unless otherwise agreed to by the parties, or where sixty (60) days' notice would be clearly imprudent. C401K has the right to terminate this Agreement upon sixty (60) days notice of a change in the Plan that is not acceptable to C401K as provided. If such termination notice has been provided by either party, all of the allocation of the fiduciary obligations delegated under this Agreement and the Plan Document to the Plan terminates and reverts to the Adopting Employer as of the Termination Date. C401K shall have no continuing obligation to perform any act following such Termination Date, including, but not limited to, annual compliance testing, audit, the filing of the any Form 5500, completion of financial statement or any attendant schedule. Further, the Adopting Employer agrees that C401K will terminate the service agreement with any Provider which C401K has entered into with regard to the Plan as of the Termination Date, and the Adopting Employer acknowledges that it will have the responsibility for arranging for such services to the Plan effective as of the Termination Date.

C401K shall not have any fiduciary oversight for any Investment Fiduciary, if applicable, to the Plan after the Termination Date or any responsibility with regard to any financial decision made by the Plan following the date of the notice of the termination. Adopting Employer agrees that, upon termination of this Agreement, it will be responsible for transferring the Plan assets from the funding vehicle under Section 7 to another vehicle of Adopting Employer's choosing. The Adopting Employer shall have the fiduciary responsibility to transfer Plan assets to another funding vehicle without any further approval of C401K after the date of notification of termination.

The Adopting Employer further agrees that, should it fail to exercise its fiduciary obligation to transfer assets to another funding vehicle as of the Termination Date, C401K may elect to continue this Agreement for the sole purposes of terminating the Plan; that Adopting Employer authorizes C401K, as agent of the Adopting Employer, upon C401K's election to continue this Agreement, to terminate the Plan upon thirty (30) days written notice to the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section; to be allocated the powers of Investment Fiduciary to the extent necessary to properly terminate the Plan and to retain the necessary Providers after the Termination Date; to pay from the Plan its fees (as listed in the fee schedule) and the Provider fees related to such termination (including, if necessary, fees for the opinion of an Independent Qualified Plan Auditor) and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants.

This contract will also terminate upon the dissolution or bankruptcy of the Adopting Employer; or upon the inability of C401K to locate the officers of the Adopting Employer, or where C401K has reasonably determined that the Adopting Employer has abandoned the Plan. Under such circumstances, the Adopting Employer hereby delegates to C401K the authority (where necessary, and at C401K's discretion) to terminate the Plan, including employing the services of a Qualified Termination Agent ("QTA"), upon thirty (30) day written notice to the last known address of the Adopting Employer, or upon such terms as defined in Paragraph 1 of this Section, pay from the Plan its fees (as listed in the fee schedule) and fees related to such termination and the final filing of the Plan's 5500; and to distribute any remaining account balances to the Participants.

The Adopting Employer may terminate the Plan upon 60 days' written notice to C401K, and this Agreement will also terminate upon the final distribution of the assets from the Plan unless C401K otherwise terminates this Agreement earlier. C401K will distribute the assets from the Plan upon Plan termination as directed by the Adopting Employer, except as provided in the prior paragraph.

Year-to-date participant data and payment of outstanding fees are required prior to Plan termination. The Plan may be subject to audit procedures and related costs after termination. Adopting Employer grants to C401K the authority to charge the Plan assets for any unpaid administrative fees after notification of termination, and upon prior notice to the

COMPLIANCE 401k ADOPTION AGREEMENT | LEGAL DISCLOSURE

Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Nothing in this section shall be deemed to conflict with the terms contained in Section 1 of this Agreement.

SECTION 7. FUNDING VEHICLE

Adopting Employer has independently selected the investment platform and related investments identified in this Agreement and represents that Adopting Employer has made a determination that they are prudent investments. If stated in Appendix A, Adopting Employer authorizes and directs C401K to nominally contract with and hold any contract necessary (including any related trust or annuity contracts) on the Plan's behalf related to the deposit of plan contributions to such Platform.

Section 8. Compensation and Fee Disclosure

As consideration for its services under this Agreement, C401K shall be entitled to compensation, which shall be computed and paid to C401K in accordance with the Fee Schedule, as amended from time to time. The Adopting Employer hereby acknowledges that the fee information and method of payment to C401K provided under the Fee Schedule (which is intended to provide certain fee disclosures in accordance with Section 2550.408b-2(c) of the final regulations issued by the U.S. Department of Labor (the "408(b)(2) Regulations")) was provided reasonably in advance of the date of its signing of this Agreement, and has determined that such compensation for C401K in exchange for its Services is reasonable.

To the extent identified in Appendix A, the Adopting Employer delegates to C401K, and C401K hereby accepts, the role of the "responsible plan fiduciary" with the authority to cause the Plan to enter into a Provider Agreement authorized by this Agreement under Appendix A with each such provider within the meaning of the ERISA 408(b) (2) and its related regulations. C401K shall provide copies of any fee disclosures provided by the providers for purposes of the 408(b)(2) Regulations as instructed by the Adopting Employer. The fee information provided under attached Fee Schedule are not intended to be a complete fee disclosure for all expenses of the Plan, but only with regard to compensation payable to C401K for its Services under this Agreement and the compensation payable to certain of the providers for services under their respective Provider Agreements.

C401K will not receive any compensation, direct or indirect, for its Services under this Agreement, except for the fees disclosed in the Fee Schedule.

Adopting Employer grants C401K the authority to charge the Plan assets for any unpaid administrative fees after 30 days of non-payment, and upon prior notice to the Adopting Employer. The Adopting Employer specifically authorizes such payments from the Plan's forfeiture account, or as a pro-rata charge against participant accounts.

Adopting Employer further acknowledges that when C401K enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreement shall be payable from the assets of the Plan. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer and Adopting Employer shall pay same.

SECTION 9. General Provisions

A. AMENDMENTS

This Agreement may only be amended or modified by written instrument executed by all of the parties hereto.

B. HEADINGS

Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

C. ENTIRE AGREEMENT

This entire Adoption Agreement constitutes the understanding and agreement between the parties with respect to the administration of the Plan; and supersedes all prior agreements. Except for the Plan Document, there are no other agreements, understandings, restrictions, representations or warranties, except as described herein.

D. GOVERNING LAW

This Agreement and the terms and administration of the Plan will be governed by the United States Code, The Federal Arbitration Act (FAA), ERISA, any applicable treaty of the United States, and, to the extent not pre-empted by federal law, the laws of the state of Texas.

Subject to the binding arbitration and waiver obligations in Section H, all judicial actions must be brought exclusively in the United States District Court for the Southern District of Texas, Houston Division. Jurisdiction and venue shall be exclusively in the United States District Court for the Southern District of Texas in Houston, Texas without regard to the jurisdictional, venue or choice of law provisions of any state or territory other than Texas. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either jurisdiction or venue.

E. ASSIGNMENT

C401K may delegate all or a portion of its responsibility under this agreement to a third party, consistent with the roles and obligations of a Plan Administrator and in accordance with ERISA.

F. SEVERABILITY

Each provision of this Adoption Agreement is intended to be severable. In the event that any one or more of the provisions contained in the Adoption Agreement is invalid, illegal or unenforceable, such provision shall not affect the validity or enforceability of any other provision. Notwithstanding the foregoing, however, no provision shall be severed if it is clearly apparent under the circumstances that the parties would not have entered into this Adoption Agreement without such provision.

G. INDEMNIFICATION

Each Party (as such, the "Indemnitor") shall defend, indemnify, and hold harmless the other Party (as such, the "Indemnatee") and the Indemnatee's affiliates from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees (collectively, "Losses"), resulting from, arising out of, or in any way connected with third party claims arising out of any breach by the Indemnitor of any warranty, representation, agreement, covenant or obligation contained herein.

H. DISPUTE RESOLUTION

Any dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, the parties hereto shall first attempt to settle the

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dispute by mediation, administered by the American Arbitration Association under its Mediation Rules, unless otherwise agreed by the parties. The complaining party shall serve written notice of the demand for mediation on the other party according to the terms of Section 4B of this agreement. Mediation shall be held in Houston Texas. The parties shall equally bear all expenses of mediation, including the mediator's fee.

If settlement is not reached within sixty (60) days after service of a written demand for mediation, the mediation shall cease and the complaining party shall demand remedies for any remaining dispute, controversy or claim arising between the parties to this agreement, including, but not limited to, those arising out of, or relating in any way to, this agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement and / or any claim, dispute or controversy arising from, or in any way connected to ERISA, exclusively through Binding Arbitration conducted in accordance with the then existing Rules of the American Arbitration Association, as modified by the terms of Section H of this agreement. All claims, disputes, or controversies between the parties shall be arbitrated on an individual basis between C401K and Adopting Employer. Neither party shall bring any class, collective, or multi-party claims against the other and neither party shall be a claimant or otherwise participate as a party in any class, collective, or multi-party claims or proceedings brought by any other person or entity.

The complaining party shall serve written notice of the demand for binding arbitration on the other party according to the terms of Section 4B of this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

This agreement to arbitrate shall be binding on the parties. Any issues as to the arbitrability of any dispute arising between the parties to this agreement shall be decided by the arbitrator.

The arbitration shall be conducted in Houston Texas. Federal Law, the FAA, ERISA and, to the extent not preempted by Federal law, the laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. The binding arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed, but failure to adhere to this time limit shall not constitute a basis for challenging the award. The arbitration period can be extended by the arbitrator for good cause, or by agreement of the parties. Neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties, unless where required by law.

The Parties shall not be entitled to discovery, except as agreed to by the parties, if any.

The arbitrator shall have no authority to award punitive damages. The arbitrator shall award interest from the time of the breach to the time of award at the rate of prejudgment interest under Texas Law. The cost of the arbitration proceeding, including arbitrator fees and expenses, and any proceeding in court to confirm or to vacate any arbitration award, as applicable including, without limitation, reasonable attorneys' fees and costs, shall be awarded against such party, and in such measure, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

I. OWNERSHIP OF RECORDS

The Adopting Employer agrees that all records produced, maintained, and stored by C401K other than the annual reporting delivered to the Employer are the property of the Adopting Employer. C401K will transfer electronically in a format determined by C401K any records necessary for a spin-off following discontinuance or Plan termination under this Agreement. C401K shall maintain custody of the records, data, and information of the Plan necessary for the performance of services hereunder, but such records, data and information are and shall remain the property of the Adopting

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Employer. Notwithstanding the generality of the foregoing, any computer software, computer programs, coding and other software items used by C401K in the performance of its duties hereunder are and shall remain the property of C401K. C401K shall maintain the records, data and information hereunder for a period of time as required by law following the termination of this Agreement; thereafter, such records, data and information may be destroyed, in the sole discretion of C401K.

J. RECORDS SECURITY

C401K agrees that it will protect the confidential information it receives from Adopting Employer according to commercially acceptable standards and no less rigorously than C401K protects its own confidential information. Specifically, C401K shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed confidential information.

K. CONFLICTING TERMS

In the event any term or terms contained in Sections 1 through 8 of this this agreement conflict with any term or terms contained in the Appendix, A of this Agreement, the term or terms contained in Appendix A shall control.

L. WAIVER AND FORBEARANCE

In the event C401K does not insist upon strict compliance of Adopting Employer as to any duties of performance owed by the Adopting Employer pursuant to the terms of this Agreement, or C401K does not enforce any or all of its rights and remedies under this Agreement such forbearance, on the part of C401K in no way waives or obviates Adopting Employer's obligations and duties, or C401K's rights and remedies under the terms of the Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement as of this day, month and year written below. Any modification to this agreement requires an addendum executed by an authorized representative from each of the parties executing the original document.

ADOPTING EMPLOYER

COMPLIANCE 401K, LLC

Signature

Signature

Printed Name

Printed Name

Date

Date

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APPENDIX A

I. Plan Administration with 3(38) Hiring and Monitoring

Adopting Employer, by signing this Agreement, into which this Appendix A is incorporated and made part of, delegates to C401K the responsibility of a 402(a) Plan Sponsor, Administrator and 3(16) Fiduciary, as those terms are defined in the Employee Income Retirement Security Act of 1974 ("ERISA") and the U.S. Tax Code (the "Code"), and other duties under the Plan Document, the delegation of which C401K acknowledges and accepts upon execution of this Agreement, as further stated and limited in this Agreement and in Parts I and II of this Appendix A and to provide the administrative services listed in Part III of this Appendix A.

Adopting Employer further agrees and acknowledges that C401K has the authority to appoint and remove the Investment Manager, as this term is defined in ERISA Section 3(38), with regard to the funds held under the Plan. In the event Adopting Employer later elects to be responsible for appointing said fiduciary, Adopting Employer expressly agrees to assume the duties and responsibilities of appointment, oversight and monitoring of Investment Manager. Should Adopting Employer elect to be responsible for appointing said fiduciary, Adopting Employer agrees to notify C401K of its choice of Investment Manager.

The Adopting Employer hereby acknowledges and agrees that C401K in its capacity as a Plan Administrator has the fiduciary authority to purchase and maintain a bond to the benefit of the Plan covering C401K's activities hereunder, to the extent required under ERISA Section 412, the cost of such bond being borne by the Plan; and that the Adopting Employer further acknowledges that when C401K enters into or maintains a Provider Agreement on behalf of the Plan, the fee payable under such Provider Agreements shall be payable from the assets of the Plan. If the full amount of such fee is not available for payment from the assets of the Plan for any reason, any remaining balance of the fee will be billed to the Adopting Employer.

The powers of Plan Administrator are described in the Plan document and include, but are not limited to, the authority to resolve beneficiary disputes under the Plan; interpreting the terms of the Plan document; developing the Plan's financial statements; and responsibility for retaining auditors to prepare audited financial statements for the Plan, at the Plan's expense.

II. Fiduciary Plan Administration Services

- 3(38) Investment Manager Appointment
- 404(a)(5) Notice Distribution
- 404(c) Notice Distribution
- Audit Firm Hiring & Monitoring
- Auto Enrollment Notice Distribution
- Death Benefit Approval
- Blackout Notice Distribution
- Form Preparation, Signing, & Filing
- Hardship Withdrawal Approval
- Loan Approval & Reporting
- Fund Change Notice Distribution
- Plan Document Interpretation
- Plan Document Preparation & Archiving
- QDIA Notice Distribution
- QDRO Determinations & Reporting
- SAR Production & Distribution
- SMM Notice Distribution
- SPD Production & Distribution
- Trustee Hiring and Monitoring (if applicable)
- Actuarial Hiring and Monitoring (if applicable)
- Termination Withdrawal Approval

III. Non-Fiduciary Plan Administration Services

- 402(g) Limit Reporting
- 408(b)(2) Notice Distribution
- Annual Discrimination & Coverage Testing
- Audit Completion Support
- Beneficiary Designation Form Maintenance
- Beneficiary Determinations
- Census Review
- Corrective Distributions
- Distribution Reporting
- DOL and IRS Issue Resolution Assistance
- Eligibility Calculations
- Eligibility Notifications
- Employer Contribution Monitoring
- ERISA Bond Review
- Error Correction Monitoring
- Force Out Processing
- Form 5330 Preparation & Filing
- Form 8955 Preparation & Filing
- Loan Default Monitoring
- Loan Policy Administration
- Lost Earnings Calculations
- Participant Enrollment Assistance
- Payroll Aggregation
- Plan Design Review
- Plan Irregularity Notification
- Quarterly Investment Review Meetings
- Rate Changes Monitoring & Reporting
- Required Minimum Distributions
- Safe Harbor Notice Distribution
- Termination Date Verification & Maintenance
- Vesting Verification & Tracking
- Year End Data Collection & Review

APPENDIX B

I. Proposal Fee Schedule

(Please attach a copy of proposal financials)

PLAN & FEE SUMMARY

EMPLOYER

PLAN ASSETS
ESTIMATED ANNUAL CONTRIBUTIONS
ELIGIBLE EMPLOYEES
EMPLOYEES WITH BALANCES

PLAN PRICING

ANNUAL ASSET-BASED FEES

AMERITAS ASSET-BASED FEE
AVERAGE FUND EXPENSE
MESIROW 3(38) INVESTMENT FIDUCIARY FEE
COMPLIANCE 401K ERISA 3(16)/402(a) FIDUCIARY SERVICES ANNUAL FEE
BROKER COMPENSATION

TOTAL ANNUAL ASSET-BASED FEES

COMPLIANCE 401K (ONE TIME) INSTALLATION FEE*
AMERITAS ANNUAL FEE***WAIVED**
AMERITAS ANNUAL PARTICIPANT FEE* {1*\$15}
EGPS PLAN DOCUMENT (ONE TIME) FEE **WAIVED**

TOTAL 1ST YEAR NON-ASSET BASED FEES

EGPS ANNUAL TPA ADMINISTRATION FEE 2nd YEAR+

TOTAL 2ND YEAR+ NON-ASSET BASED FEES

ADDITIONAL SERVICE FEES (per occurrence)

AMERITAS		ECONOMIC GROUP PENSION SERVICES		STADION
Distribution fee	\$ 30	Amendments	\$300	Managed Account Services: 0.35% per participant utilizing this service.
Annual Loan Maintenance	\$ 24	New Comparability Profit Sharing Calculations:	\$500	
Plan Termination	\$ 500	Distribution Fee	\$50	
		Minimum required Distribution	\$50	

Note: * These fees can be paid directly by the employer or paid from Plans Assets.

PRICING EFFECTIVE 90 DAYS FROM PROPOSAL DATE.



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6442 FAX: (517) 437-6448
cityofhillsdale.org

What Board/Commission would you like to serve? TIFA

Name: Kevin Conant

Address: [Redacted] Hillsdale 49242
Street City Zip

Phone: Home [Redacted] Work [Redacted]

E-Mail: [Redacted]

Are you a resident of City of Hillsdale? Yes No X

Occupation: (if retired, former occupation) BUSINESS OWNER

Please check the expertise and skills you can contribute:

- Accounting, Fund Raising, Marketing, Advocacy, Human Resources, Planning, Computers, Knowledge of the Cause, Public Relations, Legal, Community Relations, Public Speaking, Finance, Management, Other

Brief Educational Background: Hillsdale grad 1993 college grad 2000 Computer

What charitable or community activities have you actively participated in? Please describe any leadership role(s) you have (had) in the organization(s):

On what other volunteer boards/committees have you served? HOA

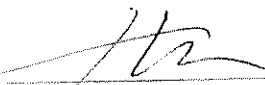
Describe any previous activities related to government: _____

Please explain why you would be interested in serving on the council or committee:
*I believe I have a good reputation in the City as a hard
working Business owner, my involvement with the City can help get things
accomplished*

Please explain your understanding of the City of Hillsdale:
*It's a great little city, that is eager to help help out people.
I love this town*

Additional comments: _____

Please send your completed application to City of Hillsdale, City Manager at 97 North Broad Street,
Hillsdale, MI 49242.



Applicant Signature

1-18-2022

Date