



# City Council Agenda

October 18, 2021  
7:00 p.m.

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

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City and BPU Claims of September 30, 2021: \$1,956,388.56
    - 2. Payroll of September 30, 2021: \$177,782.93
  - B. City Council Minutes of October 4, 2021
  - C. Cemetery Minutes of October 6, 2021
  - D. BPU: Electrical Service Upgrades to Power Plant
  - E. BPU: Utility Pot Holing for 2022 Street Project
- VI. Communications/Petitions**
  - A. 2021 Leaf Collection Schedule (October 25 – December 7)
  - B. Trunk or Treat October 23, 2021 from 5-7pm (Flyer)
  - C. Assessing Officer Reports for Property Tax Abatements on the 2021 City Tax Roll
- VII. Introduction and Adoption of Ordinances/Public Hearing**
  - A. Public Hearing: Confirmation of Final Special Assessment Rolls for
    - SAD 21-01 Hillcrest Area
    - SAD 21-02 Riverdale Area
    - SAD 21-04 Williams Court Area
- VIII. Old Business**
  - A. IFT DuPont Amended Letter of Agreement and Amended Resolution
  - B. IBEW Union Contract
  - C. Joint City Manager/BPU Director Appointment
  - D. Hillsdale College Barber Drive Sidewalk/Terrace Project Agreement
- IX. New Business**
  - A. Bid Award for Manufacturing & Technology Park and Airport Farm Land Leases
  - B. PACE Special Assessment Agreement
  - C. 23/25 North Broad Street
  - D. MDOT Master Agreement 2022-0066 & Resolution
- X. Miscellaneous Reports**

- A. Proclamations- None
- B. Reappointment: Dennis Wainscott – Housing Commission  
John Spiteri – TIFA

C. Other- None

**XI. General Public Comment**

**XII. City Manager’s Report**

**XIII. Council Comment**

**XIV. Adjournment**

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102215							
582-000.000-202.100	09/29/21	COMMONWEALTH DEVELOPMENT	UB refund for account: 305607	09/29/2021	10/06/21	46.76	102215
			Total For Check 102215			46.76	
Check 102216							
582-000.000-202.100	09/29/21	HERBENER, SEIBRA	UB refund for account: 015825	09/29/2021	10/06/21	56.63	102216
			Total For Check 102216			56.63	
Check 102217							
582-000.000-202.100	09/29/21	JAMES, WILLIAM	UB refund for account: 010997	09/29/2021	10/06/21	99.09	102217
590-000.000-202.100	09/29/21	JAMES, WILLIAM	UB refund for account: 010997	09/29/2021	10/06/21	94.31	102217
591-000.000-202.100	09/29/21	JAMES, WILLIAM	UB refund for account: 010997	09/29/2021	10/06/21	54.68	102217
			Total For Check 102217			248.08	
Check 102218							
582-000.000-202.100	09/29/21	LARGENT, DANIELLE E	UB refund for account: 026464	09/29/2021	10/06/21	10.13	102218
			Total For Check 102218			10.13	
Check 102219							
582-000.000-202.100	09/29/21	MAC'S ALL-TEMP SERVICE	UB refund for account: 010655	09/29/2021	10/06/21	32.84	102219
			Total For Check 102219			32.84	
Check 102220							
582-000.000-202.100	09/29/21	MAC'S ALL-TEMP SERVICE	UB refund for account: 024264	09/29/2021	10/06/21	109.16	102220
			Total For Check 102220			109.16	
Check 102221							
582-000.000-202.100	09/29/21	NELSON, CATHERINE SUE	UB refund for account: 020217	09/29/2021	10/06/21	13.00	102221
			Total For Check 102221			13.00	
Check 102222							
582-000.000-202.100	09/29/21	WHITNEY ESTATES	UB refund for account: 026156	09/29/2021	10/06/21	20.00	102222
			Total For Check 102222			20.00	
Check 102223							
582-544.000-726.800	09/15/21	ACE TEX ENTERPRISES	CLTHERM25 WIPING RAGS/FREIGHT	ACE263015	10/07/21	1,296.70	102223
			Total For Check 102223			1,296.70	
Check 102224							
582-175.000-930.000	09/02/21	AMAZON CAPITAL SERVICES, INC	KEY LOCK BOX SERVER ROOM	1KJR-LG1K-LRDG	10/08/21	12.00	102224
590-175.000-801.200	09/28/21	AMAZON CAPITAL SERVICES, INC	TABLET CASES FOR THE A3 TABLETS WAT	1XF4-X7RM-663Q	10/08/21	21.98	102224
590-175.000-930.000	09/02/21	AMAZON CAPITAL SERVICES, INC	KEY LOCK BOX SERVER ROOM	1KJR-LG1K-LRDG	10/08/21	6.00	102224
591-175.000-801.200	09/28/21	AMAZON CAPITAL SERVICES, INC	TABLET CASES FOR THE A3 TABLETS WAT	1XF4-X7RM-663Q	10/08/21	21.98	102224
591-175.000-930.000	09/02/21	AMAZON CAPITAL SERVICES, INC	KEY LOCK BOX SERVER ROOM	1KJR-LG1K-LRDG	10/08/21	5.99	102224
591-544.000-930.000	09/29/21	AMAZON CAPITAL SERVICES, INC	PLASTIC CLIPBOARDS/TUBING CUTTER	11N3-3GD4-JRRF	10/07/21	61.61	102224
			Total For Check 102224			129.56	
Check 102225							
101-265.000-930.000	09/22/21	AMERICAN COPPER AND BRASS, LLC	BRASS POP-UP, CONNECTORS, TRAP - CI	21INV043622	09/30/21	66.01	102225
590-546.000-930.000	09/21/21	AMERICAN COPPER AND BRASS, LLC	16 STR BLUE THHN (500FT)	21INV043376	10/07/21	75.00	102225
591-544.000-930.990	09/14/21	AMERICAN COPPER AND BRASS, LLC	1 CTS 250 PSI 30' POLY, 1 TYPE K X	21INV042193	10/07/21	1,656.53	102225
591-544.000-930.990	09/21/21	AMERICAN COPPER AND BRASS, LLC	1 S.S.STIFFENER	21INV043375	10/07/21	225.81	102225
591-545.000-930.000	09/13/21	AMERICAN COPPER AND BRASS, LLC	10 AMP & 15 AMP CERAMIC FUSE 1/4	21INV041978	10/07/21	15.80	102225
			Total For Check 102225			2,039.15	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 09/17/2021 - 09/30/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: APCK

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102226							
101-336.000-726.000	09/14/21	APOLLO FIRE EQUIPMENT COMPANY	FIRE-DEX G2 GLOVES/SZ LG & X-LG - C.	106973	10/14/21	16.94	102226
101-336.000-726.000	09/09/21	APOLLO FIRE EQUIPMENT COMPANY	GLOBE GUARD HOOD - CAPITAL IMPROVEM	106918	10/09/21	15.68	102226
663-336.000-970.000	09/14/21	APOLLO FIRE EQUIPMENT COMPANY	FIRE-DEX G2 GLOVES/SZ LG & X-LG - C.	106973	10/14/21	1,440.00	102226
663-336.000-970.000	09/09/21	APOLLO FIRE EQUIPMENT COMPANY	GLOBE GUARD HOOD - CAPITAL IMPROVEM	106918	10/09/21	1,500.00	102226
Total For Check 102226						2,972.62	
Check 102227							
101-276.000-801.000	09/17/21	ARNOLD'S EXCAVATING, LLC	STUMP REMOVAL & FILL @ LAKEVIEW CEM	2021-1-3	09/30/21	6,000.00	102227
101-756.000-801.000	09/17/21	ARNOLD'S EXCAVATING, LLC	REMOVAL OF 2 TREES @ OWENS PARK	2021-1-3	09/30/21	2,500.00	102227
202-480.000-801.000	09/17/21	ARNOLD'S EXCAVATING, LLC	MANHOLE REPAIR - RR TRACKS	2021-1-3	09/30/21	200.00	102227
Total For Check 102227						8,700.00	
Check 102228							
101-336.000-726.000	09/28/21	AUTO TRIM SPECIALIST	LETTERING ON RESCUE TRAILER UNIT 36.	5782	09/30/21	500.00	102228
Total For Check 102228						500.00	
Check 102229							
271-792.000-982.000	08/27/21	BAKER & TAYLOR COMPANY	BOOKS	2036168208	09/30/21	29.67	102229
271-792.000-982.000	08/27/21	BAKER & TAYLOR COMPANY	BOOKS	2036168209	09/30/21	207.57	102229
271-792.000-982.000	09/20/21	BAKER & TAYLOR COMPANY	BOOKS	2036210993	10/19/21	5.99	102229
271-792.000-982.000	09/20/21	BAKER & TAYLOR COMPANY	BOOKS	2036210994	10/19/21	148.46	102229
271-792.000-982.000	09/07/21	BAKER & TAYLOR COMPANY	BOOKS	2036187632	10/06/21	195.31	102229
Total For Check 102229						587.00	
Check 102230							
582-175.000-801.000	09/20/21	BATTERY SOLUTIONS	BATTERY RECYCLING	A686576	10/07/21	755.99	102230
Total For Check 102230						755.99	
Check 102231							
640-444.000-730.000	09/16/21	BELL EQUIPMENT COMPANY	SERP. BELT - STOCK #16	P02540	09/30/21	272.16	102231
Total For Check 102231						272.16	
Check 102232							
582-544.000-740.000	09/14/21	BRINER OIL CO, INC	SYM BL 5W20 OIL - DART	125002	09/30/21	60.56	102232
Total For Check 102232						60.56	
Check 102233							
582-175.000-880.000	09/17/21	CHESTNEY PUBLISHING	NOV/DEC SIMPLY HERS	11510	10/07/21	25.00	102233
590-175.000-880.000	09/17/21	CHESTNEY PUBLISHING	NOV/DEC SIMPLY HERS	11510	10/07/21	12.50	102233
591-175.000-880.000	09/17/21	CHESTNEY PUBLISHING	NOV/DEC SIMPLY HERS	11510	10/07/21	12.50	102233
Total For Check 102233						50.00	
Check 102234							
582-175.000-726.000	09/22/21	CINTAS	FIRST AID SUPPLIES	5077198100	10/07/21	94.71	102234
590-175.000-726.000	09/22/21	CINTAS	FIRST AID SUPPLIES	5077198100	10/07/21	47.36	102234
591-175.000-726.000	09/22/21	CINTAS	FIRST AID SUPPLIES	5077198100	10/07/21	47.35	102234
Total For Check 102234						189.42	
Check 102235							
582-544.000-930.000	09/23/21	COLDWATER BOARD OF PUBLIC UTII	MUTUAL AID CHARGES DUE TO STORM DAM.	47841	10/07/21	35,974.08	102235
Total For Check 102235						35,974.08	
Check 102236							
101-441.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	(DUST CONTROL - DPS PARKING LOT	00001225-IN	09/01/21	396.00	102236
101-756.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	(DUST CONTROL - FIELD OF DREAMS	0000554-IN	09/01/21	792.00	102236



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Check 102236							
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - WATERWORKS & SAND BE	0000524-IN	09/01/21	1,155.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - END OF WARREN AVE	0000590-IN	09/30/21	66.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - SHORT ST	0000596-IN	09/01/21	33.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - WATERWORKS AVE	0000531-IN	09/01/21	495.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - MONTGOMERY ST, ALLEY	00000569-IN	09/01/21	396.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - HIGHLAND AVE	0000645-IN	09/01/21	99.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - LOPRESTO AVE	0000542-IN	09/01/21	330.00	102236
203-450.000-801.000	08/02/21	CORRIGAN ENVIRONMENTAL SOLUTI	DUST CONTROL - MAUCK RD	0000552-IN	09/01/21	297.00	102236
Total For Check 102236						4,059.00	
Check 102237							
101-301.000-726.000	09/14/21	CURRENT OFFICE SOLUTIONS	PAPER, SHARPIE MARKERS, PKG TAPE	663997-00	09/30/21	129.65	102237
101-301.000-726.000	09/16/21	CURRENT OFFICE SOLUTIONS	SMALL BINDER CLIPS	663997-01	09/30/21	2.58	102237
101-301.000-726.000	09/20/21	CURRENT OFFICE SOLUTIONS	G2 GEL PENS, 3X5 MEMO BOOKS	664175-00	10/05/21	75.86	102237
101-336.000-726.000	09/28/21	CURRENT OFFICE SOLUTIONS	3-DRAWER ORGANIZER CABINET	664538-00	09/15/21	320.18	102237
Total For Check 102237						528.27	
Check 102238							
101-265.000-726.000	09/20/21	CURRENT OFFICE SOLUTIONS	TRASH BAGS FOR CITY HALL	467685-01	09/30/21	52.58	102238
101-295.000-726.000	09/20/21	CURRENT OFFICE SOLUTIONS	PAPER, TAPE, MARKER, NOTES, SCISSORS, PE	664176-00	10/05/21	71.70	102238
101-295.000-726.000	09/21/21	CURRENT OFFICE SOLUTIONS	PRINTER DRUM	664254-000	10/05/21	101.49	102238
101-441.000-726.000	09/14/21	CURRENT OFFICE SOLUTIONS	COPY PAPER, PENS	663945-00	09/30/21	79.41	102238
271-790.000-726.000	09/24/21	CURRENT OFFICE SOLUTIONS	CLEANER	467417-02	10/09/21	3.52	102238
582-175.000-726.000	09/22/21	CURRENT OFFICE SOLUTIONS	TONER	664302-00	10/07/21	232.63	102238
590-175.000-726.000	09/22/21	CURRENT OFFICE SOLUTIONS	TONER	664302-00	10/07/21	116.31	102238
591-175.000-726.000	09/22/21	CURRENT OFFICE SOLUTIONS	TONER	664302-00	10/07/21	116.31	102238
Total For Check 102238						773.95	
Check 102239							
401-443.000-801.000	09/20/21	DRY MAR TRUCKING & DIRTWORKS	R/R SIDEWALK ON READING AVE	09202021	09/30/21	700.00	102239
591-544.000-930.000	09/20/21	DRY MAR TRUCKING & DIRTWORKS	REMOVE, REPLACE PARTIAL DRIVEWAY AP	106 FAIRVIEW	10/07/21	1,800.00	102239
591-544.000-930.000	09/20/21	DRY MAR TRUCKING & DIRTWORKS	REMOVE REPLACE & RESTORE SIDEWALK A	78 WESTWOOD	10/07/21	750.00	102239
633-000.000-111.000	09/15/21	DRY MAR TRUCKING & DIRTWORKS	SCREENED TOP SOIL	09152021	09/30/21	620.00	102239
Total For Check 102239						3,870.00	
Check 102240							
640-444.000-726.000	09/15/21	ELECTRICAL TERMINAL INC.	WASHERS, SCREWS	566687-00	09/30/21	64.22	102240
Total For Check 102240						64.22	
Check 102241							
101-441.000-860.000	09/24/21	FRANK ENGLE	MILEAGE REIMBURSEMENT - MRPA TRAINI	09242021	09/30/21	135.52	102241
Total For Check 102241						135.52	
Check 102242							
591-544.000-930.990	09/14/21	ETNA	1" CURB W/MINN/HI-DENSITY POLY WATE	S104202067.001	10/07/21	2,592.50	102242
591-544.000-930.990	09/22/21	ETNA	C44-34-NL-3/4 X 1 PJ-CTS COUPLING	S104224760.001	10/07/21	387.42	102242
Total For Check 102242						2,979.92	
Check 102243							
101-441.000-726.000	09/15/21	FAMILY FARM & HOME	BOLTS, NUTS, WASHERS, CABLE TIES, 2	000943/W	09/30/21	12.96	102243
582-544.000-730.000	09/20/21	FAMILY FARM & HOME	2"X27' STAYTITE RAT W/DBL J HKS	000949/W	10/07/21	69.98	102243
591-544.000-742.000	09/22/21	FAMILY FARM & HOME	PVC KNEEBOOT ST BLK 12/PVC KNEEBOOT	000952/W	10/07/21	41.98	102243
591-545.000-930.000	09/16/21	FAMILY FARM & HOME	MM 3/8" RND HEAD RATCHET	000944/W	10/07/21	12.99	102243
640-444.000-730.000	09/15/21	FAMILY FARM & HOME	BOLTS, NUTS, WASHERS, CABLE TIES, 2	000943/W	09/30/21	116.03	102243

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102243			Total For Check 102243			253.94	
Check 102244							
101-441.000-726.000	09/14/21	FASTENAL	LEATHER GLOVES - DPS	MICOL92992	09/30/21	141.26	102244
			Total For Check 102244			141.26	
Check 102245							
101-253.000-964.000	09/29/21	FAYETTE TOWNSHIP TREASURER	2021 PROPERTY TAX ACT 425 REVENUE S	09.29.2021	10/01/21	23,952.64	102245
			Total For Check 102245			23,952.64	
Check 102246							
591-544.000-930.990	09/14/21	FERGUSON WOLSELEY CO	1 X 500 CTS 250 PSI NSF BLUE	0138561	10/07/21	390.00	102246
			Total For Check 102246			390.00	
Check 102247							
247-900.000-801.005	09/10/21	FOULKE CONSTRUCTION	DAWN THEATER REHABILITATION	DRAW-019	10/11/21	42,840.00	102247
			Total For Check 102247			42,840.00	
Check 102248							
101-265.000-930.000	09/22/21	GELZER & SON INC	ANCHORS & FASTENERS - CITY HALL	C436822	10/10/21	2.56	102248
101-336.000-726.000	09/23/21	GELZER & SON INC	14X3" HEX SELF DRILLING/14X2.5 HEX	C436929	10/10/21	15.98	102248
101-336.000-726.000	09/23/21	GELZER & SON INC	10X1-1/2 SHEET METAL SCREW, 3/8X1-7	C436941	10/10/21	22.97	102248
208-751.000-726.000	09/29/21	GELZER & SON INC	PADLOCK, BALLS, SCOREBOOKS, EQUIPME	GELZER & SON	09/30/21	360.69	102248
582-544.000-730.000	09/22/21	GELZER & SON INC	ARMOR ALL/18" BUNGEY	C436776	10/07/21	9.08	102248
591-545.000-930.000	09/14/21	GELZER & SON INC	CHR METAL FLUSH LEVER	B60971	10/07/21	8.70	102248
			Total For Check 102248			419.98	
Check 102249							
202-450.000-726.000	08/31/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191583	09/30/21	51.00	102249
202-450.000-726.000	09/04/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191597	09/30/21	35.36	102249
202-450.500-726.000	08/31/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191583	09/30/21	303.96	102249
203-450.000-726.000	08/31/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191583	09/30/21	118.32	102249
203-450.000-726.000	09/04/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191597	09/30/21	119.00	102249
401-443.000-726.000	08/31/21	GERKEN MATERIAL, INC	COMMERCIAL TOP HOT MIX	191583	09/30/21	34.00	102249
			Total For Check 102249			661.64	
Check 102250							
590-175.000-930.000	09/14/21	GFG INSTRUMENTATION	REPAIRS - G450 SN 12103123/BENCH FE	306107	10/07/21	59.05	102250
591-175.000-930.000	09/14/21	GFG INSTRUMENTATION	REPAIRS - G450 SN 12103123/BENCH FE	306107	10/07/21	59.04	102250
			Total For Check 102250			118.09	
Check 102251							
101-215.000-726.000	09/14/21	GOVERNMENT FORMS AND SUPPLIES	MINUTE PAPER & COUNCIL BOOK	0329717	09/30/21	233.99	102251
			Total For Check 102251			233.99	
Check 102252							
640-444.000-730.000	09/21/21	GREENMARK EQUIPMENT	CHAINS	P50936	09/30/21	184.54	102252
			Total For Check 102252			184.54	
Check 102253							
582-544.000-726.800	09/20/21	GRIFFITHS MECHANICAL	DISPATCH CHARGE - HVACR. PERFORM FU	16056248	10/07/21	129.00	102253
			Total For Check 102253			129.00	
Check 102254							
247-900.000-801.006	09/01/21	HAGER CONSULTING, LLC	DAWN THEATER REHABILITATION	07-08	10/01/21	2,600.00	102254

09/30/2021 02:56 PM  
 User: aclark  
 DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 09/17/2021 - 09/30/2021  
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 102254			Total For Check 102254			2,600.00	
Check 102255							
101-372.000-801.372	09/07/21	HAROLD JONES	MSHDA NEP GRANT	54	10/05/21	6,000.00	102255
			Total For Check 102255			6,000.00	
Check 102256							
591-545.000-727.300	09/20/21	HAVILAND PRODUCTS COMPANY	ACID, HYDROFLUOSILICIC NSF	410335	10/07/21	1,713.90	102256
			Total For Check 102256			1,713.90	
Check 102257							
101-265.000-726.000	09/27/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	7468	09/30/21	23.75	102257
101-295.000-726.000	09/27/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	7468	09/30/21	4.75	102257
101-441.000-726.000	09/27/21	HEFFERNAN SOFT WATER SERVICE	WATER DELIVERY SERVICE	7468	09/30/21	9.50	102257
			Total For Check 102257			38.00	
Check 102258							
101-253.000-964.000		HILLSDALE CO ISD	PILOT DISTRIBUTION FOR 2020 TAX YEA	PILOT-2020	07/31/21	8,651.66	102258
			Total For Check 102258			8,651.66	
Check 102259							
101-253.000-964.000	09/22/21	HILLSDALE CO TREASURER	BILLBACK JULY 2021 BOARD OF REVIEW	AUGUST 2021	09/30/21	57.26	102259
			Total For Check 102259			57.26	
Check 102260							
101-253.000-964.000		HILLSDALE CO TREASURER	PILOT 2020 DISTRIBUTION	PILOT-2020	07/31/21	15,326.97	102260
			Total For Check 102260			15,326.97	
Check 102261							
101-253.000-964.000		HILLSDALE COMMUNITY SCHOOLS	PILOT DISTRIBUTION FOR 2020	PILOT-2020	07/31/21	4,090.23	102261
			Total For Check 102261			4,090.23	
Check 102262							
101-253.000-964.000	09/29/21	HILLSDALE TOWNSHIP TREASURER	2021 PROPERTY TAX ACT 425 REVENUE S	09.29.2021	10/14/21	6,997.98	102262
			Total For Check 102262			6,997.98	
Check 102263							
582-544.000-930.000	09/17/21	HOLLAND BOARD OF PUBLIC WORKS	MUTUAL AID STORM ASSISTANCE 9/8/21	12702	10/07/21	6,626.93	102263
			Total For Check 102263			6,626.93	
Check 102264							
101-441.000-726.000	09/21/21	HOWARD T MORIARTY COMPANY INC	CHAPS & HELMET SYSTEM	25511	09/30/21	1,325.47	102264
			Total For Check 102264			1,325.47	
Check 102265							
590-000.000-123.000	08/12/21	ITRON, INC	MVRS SOFTWARE - SEPT 1, 2021 - NOV	598261	08/26/21	537.48	102265
591-000.000-123.000	08/12/21	ITRON, INC	MVRS SOFTWARE - SEPT 1, 2021 - NOV	598261	08/26/21	537.48	102265
			Total For Check 102265			1,074.96	
Check 102266							
640-444.000-730.000	07/30/21	JACK DOHNEY COMPANIES	SWITCH HANDLE - VACTOR #29	134884	08/19/21	49.90	102266
			Total For Check 102266			49.90	
Check 102267							
640-444.000-730.000	09/21/21	JACKSON TRUCK SERVICE INC	FILTERS	PC001351144	09/30/21	88.27	102267
640-444.000-730.000	09/22/21	JACKSON TRUCK SERVICE INC	FUEL FILTER	PC001351202	09/30/21	4.68	102267

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Check 102267							
						92.95	
Total For Check 102267							
Check 102268						1,227.74	102268
101-265.000-801.000	09/10/21	JC MECHANICAL SERVICES, LLC	CHECK OUT & REPLACE NEW MOTOR - CIT' 5178		09/30/21		
						1,227.74	
Total For Check 102268							
Check 102269						2,825.00	102269
101-372.000-801.372	09/23/21	JOSH PALADINO	MSHDA NEP GRANT PROGRAM	29	10/05/21		
						2,825.00	
Total For Check 102269							
Check 102270						1,454.74	102270
590-546.000-930.950	09/15/21	KERR PUMP AND SUPPLY, INC	VACUUM GLOBE/O RING	INV209444	10/07/21		
						1,454.74	
Total For Check 102270							
Check 102271						116.80	102271
101-295.000-726.000	09/08/21	MARKET HOUSE	CLEANER, BATH TISSUE, TRASH BAGS, S	122633	10/07/21		
582-175.000-726.000	09/28/21	MARKET HOUSE	OFFICE SUPPLIES	122911	10/07/21	22.58	102271
582-544.000-730.000	09/21/21	MARKET HOUSE	UPS PACKAGE	123133	10/07/21	96.70	102271
590-175.000-726.000	09/28/21	MARKET HOUSE	OFFICE SUPPLIES	122911	10/07/21	11.29	102271
591-175.000-726.000	09/28/21	MARKET HOUSE	OFFICE SUPPLIES	122911	10/07/21	11.29	102271
						258.66	
Total For Check 102271							
Check 102272						42.39	102272
101-301.000-742.000	09/26/21	MARTIN BRAD	CLOTHING ALLOWANCE REIMBURSEMENT/DR	531/2674/014007	09/30/21		
						42.39	
Total For Check 102272							
Check 102273						211.04	102273
101-000.000-692.000	09/27/21	STEVE MCDOWELL	REIMBURSE ICMA LOAN	09.27.2021	09/30/21		
						211.04	
Total For Check 102273							
Check 102274						210.00	102274
590-547.000-801.000	08/17/21	MERIT LABORATORIES	MONTHLY L.L. MERCURY	26990	10/07/21		
590-547.000-801.000	09/24/21	MERIT LABORATORIES	MONTHLY LOW LEVEL MERCURY	27903	10/07/21	210.00	102274
590-547.000-801.000	09/14/21	MERIT LABORATORIES	BEF COMPLIANCE	274429	10/07/21	1,600.75	102274
						2,020.75	
Total For Check 102274							
Check 102275						2,793.00	102275
101-000.000-123.000	06/09/21	MERIT NETWORK INC	CONTRACTED BANDWIDTH 70 MBPS INTERN	89440	10/07/21		
582-000.000-123.000	06/09/21	MERIT NETWORK INC	CONTRACTED BANDWIDTH 70 MBPS INTERN	89440	10/07/21	1,396.50	102275
590-000.000-123.000	06/09/21	MERIT NETWORK INC	CONTRACTED BANDWIDTH 70 MBPS INTERN	89440	10/07/21	698.25	102275
591-000.000-123.000	06/09/21	MERIT NETWORK INC	CONTRACTED BANDWIDTH 70 MBPS INTERN	89440	10/07/21	698.25	102275
						5,586.00	
Total For Check 102275							
Check 102276						404,372.66	102276
204-446.000-970.000	09/08/21	MICH PAVING & MATERIALS	HILLCREST AREA 2021 SAD	909112-001	10/08/21		
204-446.000-970.000	09/08/21	MICH PAVING & MATERIALS	RIVERDALE AREA 2021 SAD	909112-002	10/08/21	106,453.38	102276
204-446.000-970.000	09/08/21	MICH PAVING & MATERIALS	WILLIAMS CT AREA 2021 SAD	909112-003	10/08/21	162,594.20	102276
						673,420.24	
Total For Check 102276							
Check 102277						300.00	102277
101-441.000-861.000	09/30/21	MNLA	VIRTUAL PESTICIDE CREDIT CLINICS -	09292021	09/30/21		
						300.00	
Total For Check 102277							
Check 102278						20.00	102278
101-209.000-861.000	09/28/21	MID MICH ASSOC OF ASSESSING OF	NOVEMBER 10, 2021 MMAAO MEETING & P	11-10-2021MTG	11/10/21		

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Check 102278							
			Total For Check 102278			20.00	
Check 102279							
101-336.000-726.000	09/29/21	MY-LOR, INC.	ALUMINUM ACCOUNTABILITY TAGS/DANIEL	2539	10/30/21	20.06	102279
			Total For Check 102279			20.06	
Check 102280							
101-301.000-801.000	09/16/21	PARNEY'S CAR CARE	OIL CHANGE	67572	09/30/21	37.00	102280
			Total For Check 102280			37.00	
Check 102281							
591-544.000-930.000	09/22/21	PARRISH EXCAVATING, INC.	RELOCATE HYDRANT ON HILLSDALE ST &	6625	10/07/21	2,250.00	102281
			Total For Check 102281			2,250.00	
Check 102282							
101-336.000-726.000	09/15/21	PERFORMANCE AUTOMOTIVE	100 FT 16 GA BLACK/RED SPEAKER WIRE	10284-1380952	09/30/21	44.07	102282
101-336.000-730.000	09/17/21	PERFORMANCE AUTOMOTIVE	TRUFUEL 4 CYCLE FOR GENERATOR	10284-1381234	09/30/21	7.79	102282
582-543.000-930.000	09/22/21	PERFORMANCE AUTOMOTIVE	MILTON GAGE	10284-1381772	10/07/21	18.09	102282
588-588.000-730.000	09/23/21	PERFORMANCE AUTOMOTIVE	COUNTOUR BLADE - STOCK	10284-1381900	09/30/21	65.94	102282
640-444.000-730.000	09/14/21	PERFORMANCE AUTOMOTIVE	OIL FILTERS & GRAY PRIMER (#16)	10284-1380715	09/30/21	29.13	102282
640-444.000-730.000	09/15/21	PERFORMANCE AUTOMOTIVE	SHOE ASSEMBLY, GUIDES - #16	10284-1380878	09/30/21	98.17	102282
640-444.000-730.000	09/17/21	PERFORMANCE AUTOMOTIVE	R134 W SEALER - FREEON #39	10284-1381219	09/30/21	32.98	102282
640-444.000-730.000	09/16/21	PERFORMANCE AUTOMOTIVE	MUD FLAP #16	10284-1381016	09/30/21	18.55	102282
640-444.000-730.000	09/20/21	PERFORMANCE AUTOMOTIVE	MINI LAMP - STOCK	10284-1381435	09/30/21	21.38	102282
640-444.000-730.000	09/22/21	PERFORMANCE AUTOMOTIVE	ISO HEET - DRY GAS #9	10284-1381742	09/30/21	13.56	102282
640-444.000-730.000	09/23/21	PERFORMANCE AUTOMOTIVE	SEALED BEAM - STOCK	10284-1381946	09/30/21	33.27	102282
640-444.000-730.000	09/24/21	PERFORMANCE AUTOMOTIVE	VAPOR CAN VENT SOLENOID #4	10284-1382137	09/30/21	91.59	102282
640-444.000-740.000	09/27/21	PERFORMANCE AUTOMOTIVE	OIL 5W30 - #11	10284-1382324	09/30/21	59.12	102282
			Total For Check 102282			533.64	
Check 102283							
101-336.000-955.336	09/17/21	POINT RENTAL & SALES	16" & 18" CHAINSAWS - NEW EQUIPMENT	PENNY	09/30/21	159.53	102283
663-336.000-970.000	09/17/21	POINT RENTAL & SALES	16" & 18" CHAINSAWS - NEW EQUIPMENT	PENNY	09/30/21	190.47	102283
			Total For Check 102283			350.00	
Check 102284							
582-000.000-110.000	09/23/21	POWERLINE SUPPLY	INVENTORY	56598220	10/07/21	58.40	102284
582-000.000-110.000	09/23/21	POWERLINE SUPPLY	INVENTORY	56598170	10/07/21	143.00	102284
582-000.000-110.000	09/23/21	POWERLINE SUPPLY	INVENTORY	56598180	10/07/21	114.40	102284
582-000.000-110.000	09/15/21	POWERLINE SUPPLY	INVENTORY	56595771	10/07/21	139.40	102284
582-000.000-110.000	09/08/21	POWERLINE SUPPLY	INVENTORY	56593714	10/07/21	34.70	102284
582-000.000-110.000	09/15/21	POWERLINE SUPPLY	INVENTORY	56595768	10/07/21	16.20	102284
582-544.000-726.800	09/17/21	POWERLINE SUPPLY	TRANSFORMER LOCKS	56596694	10/07/21	313.02	102284
			Total For Check 102284			819.12	
Check 102285							
590-547.000-930.000	09/15/21	REPUBLIC SERVICES OF KALAMAZOC	SERVICES AT 101 GALLOWAY	0249-007238638	10/07/21	1,269.96	102285
			Total For Check 102285			1,269.96	
Check 102286							
590-547.000-726.900	09/06/21	RUPERT'S CULLIGAN	DISTILLED WATER/FEE - LAB SUPPLIES	230007	10/07/21	26.00	102286
			Total For Check 102286			26.00	
Check 102287							
582-543.000-801.000	09/20/21	SAFETY SYSTEMS, INC	POWER PLANT MONTHLY SECURITY ALARM	520019	09/24/21	73.38	102287

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Check 102287							
582-543.000-930.000	09/20/21	SAFETY SYSTEMS, INC	UPGRADE AND INSTALL OF FIRE AND SEC	520018	09/24/21	2,315.00	102287
						<u>2,315.00</u>	
Total For Check 102287						2,388.38	
Check 102288							
101-441.000-955.441	09/10/21	RON SHAW	SAFETY BOOTS REIMBURSMENT	09102021	09/30/21	63.35	102288
						<u>63.35</u>	
Total For Check 102288						63.35	
Check 102289							
591-544.000-930.000-18	09/24/21	SLC METER LLC	3" BADGER SERIES COMPOUND METER, LE	258965	10/07/21	2,410.29	102289
591-544.000-930.000-18	09/13/21	SLC METER LLC	BADGER HRE ENCODER REGISTER IN GALL	258961	10/07/21	610.00	102289
591-544.000-930.000-18	09/17/21	SLC METER LLC	1 1/2" BADGER MODEL 120 WATER METER	258917	10/07/21	478.74	102289
591-544.000-930.000-18	09/28/21	SLC METER LLC	1" SERIES 43 M STYLE COPPERSETTER	258503	10/07/21	857.32	102289
						<u>4,356.35</u>	
Total For Check 102289						4,356.35	
Check 102290							
401-900.000-975.040	09/27/21	SONIT SYSTEMS, LLC	ANNUAL TEGILE SAN SUPPORT 2021	65000	10/08/21	1,250.00	102290
582-000.000-123.000	09/27/21	SONIT SYSTEMS, LLC	ANNUAL TEGILE SAN SUPPORT 2021	65000	10/08/21	625.00	102290
590-000.000-123.000	09/27/21	SONIT SYSTEMS, LLC	ANNUAL TEGILE SAN SUPPORT 2021	65000	10/08/21	312.50	102290
591-000.000-123.000	09/27/21	SONIT SYSTEMS, LLC	ANNUAL TEGILE SAN SUPPORT 2021	65000	10/08/21	312.50	102290
						<u>2,500.00</u>	
Total For Check 102290						2,500.00	
Check 102291							
101-301.000-801.000	09/21/21	STILLWELL FORD MERCURY, INC	REMOVED & REPLACED ALTERNATOR ASSEM	646683	09/30/21	827.59	102291
						<u>827.59</u>	
Total For Check 102291						827.59	
Check 102292							
590-546.000-930.960	09/21/21	TAPLIN GROUP, LLC	SANITARY SEWER CAMERA SERVICES	12245	10/07/21	56,391.95	102292
						<u>56,391.95</u>	
Total For Check 102292						56,391.95	
Check 102293							
582-544.000-801.000	09/28/21	TRACKER SOFTWARE CORPORATION,	ANNUAL PUBWORKS SUPPORT 2021	424-003	10/08/21	1,235.00	102293
590-175.000-801.000	09/28/21	TRACKER SOFTWARE CORPORATION,	ANNUAL PUBWORKS SUPPORT 2021	424-003	10/08/21	617.50	102293
591-175.000-801.000	09/28/21	TRACKER SOFTWARE CORPORATION,	ANNUAL PUBWORKS SUPPORT 2021	424-003	10/08/21	617.50	102293
640-444.000-801.000	09/28/21	TRACKER SOFTWARE CORPORATION,	ANNUAL PUBWORKS SUPPORT 2021	424-003	10/08/21	1,330.00	102293
						<u>3,800.00</u>	
Total For Check 102293						3,800.00	
Check 102294							
640-444.000-730.000	09/20/21	TRI COUNTY INT'L TRUCK INC	CAP WINDSHIELD WASHER FILL	X106003911:01	09/30/21	32.70	102294
						<u>32.70</u>	
Total For Check 102294						32.70	
Check 102295							
101-756.000-801.000	09/26/21	DAVID STIDHAM	TREE REMOVAL - OWENS PARK - STORM D.	09262021	09/30/21	5,500.00	102295
202-470.000-801.000	09/23/21	DAVID STIDHAM	TREE & STUMP REMOVAL FROM STORM	092321	09/30/21	2,100.00	102295
203-470.000-801.000	09/23/21	DAVID STIDHAM	TREE & STUMP REMOVAL FROM STORM	092321	09/30/21	5,250.00	102295
						<u>12,850.00</u>	
Total For Check 102295						12,850.00	
Check 102296							
101-265.000-801.000	09/20/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	1620011598	10/20/21	15.51	102296
101-265.000-801.000	09/27/21	UNIFIRST CORP	CONTRACTUAL MAT & UNIFORM SERVICE	1620012148	10/27/21	15.51	102296
101-441.000-742.000	09/13/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620011055	09/30/21	32.93	102296
101-441.000-742.000	09/27/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620012147	09/30/21	32.93	102296
101-441.000-801.000	09/13/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620011055	09/30/21	28.34	102296
101-441.000-801.000	09/27/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620012147	09/30/21	28.34	102296
640-444.000-742.000	09/13/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620011055	09/30/21	6.19	102296
640-444.000-742.000	09/27/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620012147	09/30/21	6.19	102296

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Check 102296							
640-444.000-801.000	09/13/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620011055	09/30/21	19.82	102296
640-444.000-801.000	09/27/21	UNIFIRST CORP	RUGS & UNIFORMS -DPS	1620012147	09/30/21	19.82	102296
Total For Check 102296						205.58	
Check 102297							
591-545.000-727.200	09/10/21	UNIVAR SOLUTIONS USA INC	SOD HYPO 12.5% LIQUICHLOR 78 MG/L M	49443553	10/07/21	1,501.49	102297
Total For Check 102297						1,501.49	
Check 102298							
208-751.000-726.000	09/21/21	URBAN GRAFFITI	2021 CARDIO DRUMMING T-SHIRTS	2163	09/30/21	194.00	102298
Total For Check 102298						194.00	
Check 102299							
101-265.000-801.000	09/20/21	US STAFFING AGENCY, LLC	TEMPORARY EMPLOYEE - WAINSCOTT	14332	09/30/21	20.41	102299
101-276.000-801.000	09/13/21	US STAFFING AGENCY, LLC	TEMPORARY EMPLOYEE - WAINSCOTT	14266	09/30/21	653.12	102299
101-276.000-801.000	09/20/21	US STAFFING AGENCY, LLC	TEMPORARY EMPLOYEE - WAINSCOTT	14332	09/30/21	785.78	102299
101-756.000-801.000	09/20/21	US STAFFING AGENCY, LLC	TEMPORARY EMPLOYEE - WAINSCOTT	14332	09/30/21	10.21	102299
Total For Check 102299						1,469.52	
Check 102300							
591-545.000-930.000	09/02/21	USABLUEBOOK	LIQUID END ASSEMBLY LE-919SI	716340	10/07/21	449.04	102300
Total For Check 102300						449.04	
Check 102301							
582-544.000-930.546	09/20/21	UTILITIES INSTRUMENTATION SERV	PREVENT. MAINT ON MAIN BREAKER/PREV.	530364833	10/07/21	2,478.00	102301
Total For Check 102301						2,478.00	
Check 102302							
247-900.000-801.005	09/23/21	WATTERS' COLORS	DAWN THEATER REHAB; 50% DOWNPMT	1099 & 1109	10/01/21	19,040.00	102302
Total For Check 102302						19,040.00	
Check 102303							
582-543.000-930.050	09/15/21	WHEELER WORLD INC	LABOR - REPAIR UPPER/LOWER GASKET O	13302	10/07/21	6,540.32	102303
582-543.000-930.050	09/15/21	WHEELER WORLD INC	TUBE FILTER/SHIPPING/HANDLING	13301	10/07/21	337.43	102303
582-543.000-930.060	09/15/21	WHEELER WORLD INC	TUBE FILTER/SHIPPING/HANDLING	13301	10/07/21	337.42	102303
Total For Check 102303						7,215.17	
Check 102304							
101-336.000-801.000	09/23/21	WHITE'S WELDING SERVICE	WELD/REPAIR FLAG POLE - FIRE DEPART	86519	09/30/21	150.00	102304
591-545.000-930.000	09/14/21	WHITE'S WELDING SERVICE	WTP GEN. DOOR	86447	10/07/21	7.00	102304
Total For Check 102304						157.00	
Check 102305							
582-000.000-123.000	05/06/21	WOLVERINE POWER COOPERATIVE	APPRENTICE PROGRAM-ADAMS-JOHNS-WHEE	1218	06/30/21	12,000.00	102305
Total For Check 102305						12,000.00	
Check 102306							
582-544.000-801.300	09/17/21	WRIGHT TREE SERVICE	W/E 09/11/2021 TREE TRIMMING	092159978	10/07/21	3,139.50	102306
Total For Check 102306						3,139.50	
Check 102307							
401-900.000-975.040	09/20/21	AMAZON CAPITAL SERVICES, INC	UPS BATTERY BACKUPS CITY	1JDY-46PC-CJQP	09/24/21	129.98	102307
582-175.000-801.200	09/16/21	AMAZON CAPITAL SERVICES, INC	TABLETS FOR PUBWORKS BPU	1HML-9F7F-36QR	09/24/21	253.50	102307
590-175.000-801.200	09/16/21	AMAZON CAPITAL SERVICES, INC	TABLETS FOR PUBWORKS BPU	1HML-9F7F-36QR	09/24/21	126.75	102307
591-175.000-801.200	09/16/21	AMAZON CAPITAL SERVICES, INC	TABLETS FOR PUBWORKS BPU	1HML-9F7F-36QR	09/24/21	126.75	102307



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Check 102307							
Total For Check 102307						636.98	
Check 79							
101-295.000-801.000	09/22/21	AVFUEL CORP	POS PAYMENT PROCESS EQUIP RENTAL	015574019	09/30/21	20.00	79
101-295.000-801.000	09/22/21	AVFUEL CORP	REFUELER RENTAL	015574193	09/30/21	950.00	79
Total For Check 79						970.00	
Check 80							
101-172.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	95.91	80
101-173.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	95.91	80
101-209.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	27.65	80
101-215.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	95.91	80
101-219.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	(41.56)	80
101-295.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	55.29	80
101-301.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	000408	09/28/21	700.73	80
101-301.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	206.49	80
101-336.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	010331	09/28/21	247.12	80
101-400.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	95.91	80
101-441.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	151.20	80
101-447.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	95.91	80
208-751.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	55.29	80
271-790.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	27.65	80
582-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	27.65	80
582-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	015684	09/28/21	438.93	80
582-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	016547	09/28/21	534.85	80
588-588.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	55.29	80
588-588.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	017552	09/28/21	110.58	80
590-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	13.82	80
590-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	015684	09/28/21	383.66	80
590-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	016547	09/28/21	109.75	80
591-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	13.82	80
591-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	015684	09/28/21	383.62	80
591-175.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	016547	09/28/21	109.72	80
640-444.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	27.65	80
640-444.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	017552	09/28/21	95.91	80
699-441.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	014087	09/28/21	27.65	80
699-441.000-715.000	09/07/21	BLUE CROSS & BLUE SHIELD OF M	DENTAL & VISION INSURANCE GROUP 007	017552	09/28/21	302.41	80
Total For Check 80						4,544.72	
Check 81							
101-191.000-801.000	09/09/21	CARD SERVICES CENTER	POSTAGE FOR ELECTIONS & TREASURER	KPRICE 9/2021	10/04/21	216.00	81
101-209.000-734.000	09/09/21	CARD SERVICES CENTER	CREDIT CARD PURCHASES FOR ASSESSING	KTHOMAS 9/2021	10/04/21	63.75	81
101-209.000-860.000	09/09/21	CARD SERVICES CENTER	CREDIT CARD PURCHASES FOR ASSESSING	KTHOMAS 9/2021	10/04/21	7.00	81
101-209.000-861.000	09/09/21	CARD SERVICES CENTER	CREDIT CARD PURCHASES FOR ASSESSING	KTHOMAS 9/2021	10/04/21	102.50	81
101-215.000-734.000	09/09/21	CARD SERVICES CENTER	POSTAGE FOR ELECTIONS & TREASURER	KPRICE 9/2021	10/04/21	440.00	81
101-253.000-734.000	09/09/21	CARD SERVICES CENTER	POSTAGE FOR ELECTIONS & TREASURER	KPRICE 9/2021	10/04/21	6.65	81
101-301.000-726.000	09/09/21	CARD SERVICES CENTER	POSTAGE FOR EVIDENCE MAILED	SHEPHNER 9/2021	10/04/21	30.45	81
101-441.000-862.000	09/09/21	CARD SERVICES CENTER	HOTEL,MOWER PARTS,SPRAY @FOD, LUNCH	JHAMMEL 9/2021	10/04/21	164.51	81
101-756.000-801.000	09/09/21	CARD SERVICES CENTER	HOTEL,MOWER PARTS,SPRAY @FOD, LUNCH	JHAMMEL 9/2021	10/04/21	146.00	81
582-175.000-862.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T:	CMCARTHUR 9/2021	10/04/21	865.34	81
582-544.000-726.800	09/09/21	CARD SERVICES CENTER	SAFETY VESTS, RATCHET SUSPENSION	JMANGAN 9/2021	10/04/21	141.63	81
582-544.000-730.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T:	CMCARTHUR 9/2021	10/04/21	434.43	81
582-544.000-861.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T:	CMCARTHUR 9/2021	10/04/21	2,527.20	81
590-175.000-905.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T:	CMCARTHUR 9/2021	10/04/21	24.50	81



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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Check 81							
590-546.000-726.800	09/09/21	CARD SERVICES CENTER	SAFETY VESTS, RATCHET SUSPENSION	JMANGAN 9/2021	10/04/21	70.81	81
590-547.000-861.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T	CMCARTHUR 9/2021	10/04/21	71.40	81
591-175.000-905.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T	CMCARTHUR 9/2021	10/04/21	24.50	81
591-544.000-726.800	09/09/21	CARD SERVICES CENTER	SAFETY VESTS, RATCHET SUSPENSION	JMANGAN 9/2021	10/04/21	70.81	81
591-544.000-861.000	09/09/21	CARD SERVICES CENTER	HOTEL, MEALS, BLADE, JOB POSTING, T	CMCARTHUR 9/2021	10/04/21	351.76	81
640-444.000-730.000	09/09/21	CARD SERVICES CENTER	HOTEL,MOWER PARTS,SPRAY @FOD, LUNCH	JHAMMEL 9/2021	10/04/21	6.11	81
Total For Check 81						5,765.35	
Check 83							
247-900.000-920.000	09/07/21	MICH GAS UTILITIES	NATURAL GAS UTILITY - 110 N BROAD	3844549412	09/29/21	35.66	83
Total For Check 83						35.66	
Check 84							
582-543.000-739.000	09/16/21	MICHIGAN SOUTH CENTRAL POWER	MSCPA MEMBER POWER BILLING - AUGUST	AUGUST 2021	10/07/21	857,898.73	84
Total For Check 84						857,898.73	
Check 85							
101-172.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	495.61	85
101-173.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,486.83	85
101-209.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	495.61	85
101-215.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,486.83	85
101-295.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,189.47	85
101-301.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	16,355.16	85
101-336.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	3,964.88	85
101-400.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,486.83	85
101-441.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,189.47	85
101-447.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	495.61	85
208-751.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	1,189.47	85
582-175.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000577	10/01/21	14,571.04	85
588-588.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	3,568.41	85
590-175.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000577	10/01/21	7,632.38	85
591-175.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000577	10/01/21	9,119.15	85
640-444.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	495.61	85
699-441.000-715.000	09/14/21	PRIORITY HEALTH	HEALTH INSURANCE GROUP 791487	212580000580	10/01/21	7,136.79	85
Total For Check 85						72,359.15	

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountcheck #
Fund Totals:						
			Fund 101 GENERAL FUND			126,713.60
			Fund 202 MAJOR ST./TRUNKLINE FUND			2,690.32
			Fund 203 LOCAL ST. FUND			8,358.32
			Fund 204 MUNICIPAL STREET FUND			673,420.24
			Fund 208 RECREATION FUND			1,799.45
			Fund 247 TAX INCREMENT FINANCE ATH.			64,515.66
			Fund 271 LIBRARY FUND			618.17
			Fund 401 CAPITAL IMPROVEMENT FUND			2,113.98
			Fund 582 ELECTRIC FUND			954,801.61
			Fund 588 DIAL A RIDE			3,800.22
			Fund 590 SEWER FUND			72,206.00
			Fund 591 WATER FUND			30,916.12
			Fund 633 PUBLIC SERVICES INV. FUND			620.00
			Fund 640 REVOLVING MOBILE EQUIP. FUND			3,217.55
			Fund 663 FIRE VEHICLE & EQUIPMENT FUN			3,130.47
			Fund 699 DPS LEAVE AND BENEFITS FUND			7,466.85
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Total For All Funds:						1,956,388.56
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--- TOTALS BY GL DISTRIBUTION ---						
		101-000.000-123.000	PREPAID EXPENSES			2,793.00
		101-000.000-692.000	REIMBURSE ICMA LOAN			211.04
		101-172.000-715.000	HEALTH AND LIFE INSURANCE			591.52
		101-173.000-715.000	HEALTH AND LIFE INSURANCE			1,582.74
		101-191.000-801.000	POSTAGE FOR ELECTIONS			216.00
		101-209.000-715.000	HEALTH AND LIFE INSURANCE			523.26
		101-209.000-734.000	POSTAGE			63.75
		101-209.000-860.000	TRANSPORTATION AND MILEAGE			7.00
		101-209.000-861.000	TRAINING & SEMINARS			122.50
		101-215.000-715.000	HEALTH AND LIFE INSURANCE			1,582.74
		101-215.000-726.000	PAPER & CNCL BOOK			233.99
		101-215.000-734.000	POSTAGE			440.00
		101-219.000-715.000	HEALTH AND LIFE INSURANCE			(41.56)
		101-253.000-734.000	POSTAGE			6.65
		101-253.000-964.000	1988/89 PA 425 AGREEMENT TV			59,076.74
		101-265.000-726.000	SUPPLIES TRASH BAGS			76.33
		101-265.000-801.000	CONTRACTUAL SERVICES			1,279.17
		101-265.000-930.000	BRASS POP-UP, CONNECTORS, TRAP			68.57
		101-276.000-801.000	STUMP REMOVAL & FILL @ LAKEVIEW CEMET			7,438.90
		101-295.000-715.000	HEALTH AND LIFE INSURANCE			1,244.76
		101-295.000-726.000	PAPER, TAPE, BELL, MARKER, NOTES, SCISSORS			294.74
		101-295.000-801.000	POS PAYMENT PROCESS EQUIP RENTAL			970.00
		101-301.000-715.000	HEALTH AND LIFE INSURANCE			17,262.38
		101-301.000-726.000	POSTAGE FOR EVIDENCE MAILED			238.54
		101-301.000-742.000	CLOTHING ALLOWANCE REIMBURSEMENT/SHIR			42.39
		101-301.000-801.000	OIL CHANGE/UNIT 2-1 (19 EXPLORER)			864.59
		101-336.000-715.000	HEALTH AND LIFE INSURANCE			4,212.00
		101-336.000-726.000	SHIPPING & HANDLING			955.88
		101-336.000-730.000	TRUFUEL 4 CYCLE FOR GENERATOR			7.79
		101-336.000-801.000	CONTRACTUAL SERVICES			150.00
		101-336.000-955.336	16" & 18" CHAINSAWS/DONATION D. GRUMH			159.53
		101-372.000-801.372	CONTRACTUAL SERVICES - CODE ENFORCEME			8,825.00
		101-400.000-715.000	HEALTH AND LIFE INSURANCE			1,582.74
		101-441.000-715.000	HEALTH AND LIFE INSURANCE			1,340.67
		101-441.000-726.000	COPY PAPER, PENS			1,568.60
		101-441.000-742.000	RUGS & UNIFORMS -DPS			65.86
		101-441.000-801.000	DUST CONTROL			452.68
		101-441.000-860.000	MILEAGE REIMBURSEMENT - MRPA TRAINING			135.52

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		101-441.000-861.000	VIRTUAL PESTICIDE CREDIT CLINICS -			300.00	
		101-441.000-862.000	HOTEL FOR 2021 MAMC CONFERENCE - F. E			164.51	
		101-441.000-955.441	SAFETY BOOTS REIMBURSEMENT			63.35	
		101-447.000-715.000	HEALTH AND LIFE INSURANCE			591.52	
		101-756.000-801.000	REMOVAL OF 2 TREES @ OWENS PARK			8,948.21	
		202-450.000-726.000	COMMERCIAL TOP HOT MIX			86.36	
		202-450.500-726.000	COMMERCIAL TOP HOT MIX			303.96	
		202-470.000-801.000	TREE & STUMP REMOVAL			2,100.00	
		202-480.000-801.000	MANHOLE REPAIR - RR TRACKS			200.00	
		203-450.000-726.000	COMMERCIAL TOP HOT MIX			237.32	
		203-450.000-801.000	DUST CONTROL			2,871.00	
		203-470.000-801.000	TREE & STUMP REMOVAL			5,250.00	
		204-446.000-970.000	HILLCREST AREA 2021 SAD			673,420.24	
		208-751.000-715.000	HEALTH AND LIFE INSURANCE			1,244.76	
		208-751.000-726.000	SUPPLIES B49447			554.69	
		247-900.000-801.005	CONTRACTUAL SERVICES - DAWN THEATER			61,880.00	
		247-900.000-801.006	CONTRACTUAL SERVICES - MEDC GRANT			2,600.00	
		247-900.000-920.000	507035798 - 110 N BROAD - DAWN THEATE			35.66	
		271-790.000-715.000	HEALTH AND LIFE INSURANCE			27.65	
		271-790.000-726.000	CLEANER			3.52	
		271-792.000-982.000	BOOKS			587.00	
		401-443.000-726.000	COMMERCIAL TOP HOT MIX			34.00	
		401-443.000-801.000	CONTRACTUAL SERVICES			700.00	
		401-900.000-975.040	COMPREHENSIVE COMPUTER UPDATE			1,379.98	
		582-000.000-110.000	FUSE LINK - 20 AMP T			506.10	
		582-000.000-123.000	PREPAID EXPENSES			14,021.50	
		582-000.000-202.100	4CCH			387.61	
		582-175.000-715.000	HEALTH AND LIFE INSURANCE			15,572.47	
		582-175.000-726.000	SUPPLIES			349.92	
		582-175.000-801.000	CONTRACTUAL SERVICES			755.99	
		582-175.000-801.200	COMPUTER			253.50	
		582-175.000-862.000	STORM DAMAGE MEALS			865.34	
		582-175.000-880.000	COMMUNITY PROMOTION			25.00	
		582-175.000-930.000	REPAIRS & MAINTENANCE			12.00	
		582-543.000-739.000	PURCHASED POWER			857,898.73	
		582-543.000-801.000	CONTRACTUAL SERVICES			73.38	
		582-543.000-930.000	REPAIRS & MAINTENANCE			2,333.09	
		582-543.000-930.050	REPAIRS & MAINT. - ENGINE #5			6,877.75	
		582-543.000-930.060	REPAIRS & MAINT. - ENGINE #6			337.42	
		582-544.000-726.800	SUPPLIES - OPERATIONS			1,880.35	
		582-544.000-730.000	CUTTER BLADE KIT			610.19	
		582-544.000-740.000	FUEL AND LUBRICANTS			60.56	
		582-544.000-801.000	CONTRACTUAL SERVICES			1,235.00	
		582-544.000-801.300	TREE TRIMMING			3,139.50	
		582-544.000-861.000	HOTEL FOR TRAINING SCHOOL			2,527.20	
		582-544.000-930.000	REPAIRS & MAINTENANCE			42,601.01	
		582-544.000-930.546	REPAIRS & MAINANCE - SUBSTATIONS			2,478.00	
		588-588.000-715.000	HEALTH AND LIFE INSURANCE			3,734.28	
		588-588.000-730.000	COONTOUR BLADE - WIPER BLADES			65.94	
		590-000.000-123.000	PREPAID EXPENSES			1,548.23	
		590-000.000-202.100	SBK1			94.31	
		590-175.000-715.000	HEALTH AND LIFE INSURANCE			8,139.61	
		590-175.000-726.000	SUPPLIES			174.96	
		590-175.000-801.000	CONTRACTUAL SERVICES			617.50	
		590-175.000-801.200	COMPUTER			148.73	
		590-175.000-880.000	COMMUNITY PROMOTION			12.50	
		590-175.000-905.000	JOB POSTING - WATER/SEWER OPERATOR			24.50	
		590-175.000-930.000	REPAIRS & MAINTENANCE			65.05	
		590-546.000-726.800	SAFETY VESTS, RATCHET SUSPENSION			70.81	

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amountcheck #
		590-546.000-930.000	REPAIRS & MAINTENANCE			75.00
		590-546.000-930.950	REPAIRS & MAINT. - LIFT STATIONS			1,454.74
		590-546.000-930.960	REPAIRS & MAINT. - SEWER MAINS			56,391.95
		590-547.000-726.900	SUPPLIES - LABORATORY			26.00
		590-547.000-801.000	CONTRACTUAL SERVICES			2,020.75
		590-547.000-861.000	DRINKING WATER OPERATOR TRAINING			71.40
		590-547.000-930.000	REPAIRS & MAINTENANCE			1,269.96
		591-000.000-123.000	PREPAID EXPENSES			1,548.23
		591-000.000-202.100	WBK1			54.68
		591-175.000-715.000	HEALTH AND LIFE INSURANCE			9,626.31
		591-175.000-726.000	SUPPLIES			174.95
		591-175.000-801.000	CONTRACTUAL SERVICES			617.50
		591-175.000-801.200	COMPUTER			148.73
		591-175.000-880.000	COMMUNITY PROMOTION			12.50
		591-175.000-905.000	JOB POSTING - WATER/SEWER OPERATOR			24.50
		591-175.000-930.000	REPAIRS & MAINTENANCE			65.03
		591-544.000-726.800	SAFETY VESTS, RATCHET SUSPENSION			70.81
		591-544.000-742.000	CLOTHING / UNIFORMS			41.98
		591-544.000-861.000	DRINKING WATER OPERATOR TRAINING			351.76
		591-544.000-930.000	REPAIRS & MAINTENANCE			4,861.61
		591-544.000-930.000-18	REPAIRS & MAINTENANCE			4,356.35
		591-544.000-930.990	REPAIRS & MAINTENANCE - LEAD SERVICES			5,252.26
		591-545.000-727.200	SUPPLIES - SODIUM HYPOCHLORITE			1,501.49
		591-545.000-727.300	SUPPLIES - FLOURIDE			1,713.90
		591-545.000-930.000	REPAIRS & MAINTENANCE			493.53
		633-000.000-111.000	TOP SOIL (YARDS)			620.00
		640-444.000-715.000	HEALTH AND LIFE INSURANCE			619.17
		640-444.000-726.000	WASHERS & SCREWS			64.22
		640-444.000-730.000	SERP BELT			1,093.02
		640-444.000-740.000	5W30 OIL			59.12
		640-444.000-742.000	RUGS & UNIFORMS -DPS			12.38
		640-444.000-801.000	CONTRACTUAL SERVICES			1,369.64
		663-336.000-970.000	FIRE-DEX G2 GLOVES			3,130.47
		699-441.000-715.000	HEALTH AND LIFE INSURANCE			7,466.85

**CITY COUNCIL MINUTES**

City of Hillsdale  
October 4, 2021  
7:00 P.M.

Regular Meeting

**Call to Order and Pledge of Allegiance**

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

**Roll Call**

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

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

Council Members absent: Bruce Sharp, Ward 3

Also Present: Attorney Tom Thompson, Katy Price (City Clerk), Scott Hephner (HCPD/HCFD), Jake Hammel (DPS Director), Chris McArthur (BPU Director), Kelly LoPresto (Economic Development), Penny Swan, Mike Prince, James Galloway, Josh Hypes, Olivia Hajicek, Stephanie Myers, Julie Boyce, and Corey Murray (HDN).

**Approval of Agenda**

Motion by Council Member Morrissey, seconded by Council Member Socha 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 September 16, 2021: \$602,387.94
  - 2. Payroll of September 16, 2021: \$196,258.75
- B. City Council Minutes of September 20, 2021
- C. Stock’s Park Minutes of August 8, 2021
- D. TIFA Minutes of July 20, 2021, August 17, 2021
- E. TIFA Targeted Development Minutes of August 30, 2021
- F. Planning Commission Minutes of August 18, 2021

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

Roll call:

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

Council Member Socha	Aye
Council Member Zeiser	Aye

Motion passed 8-0

**Communications/Petitions**

- A. MI HOPE 2021 Recipients Press Release: Hillsdale Community Library \$15,000.00
- B. BPU Hydrant Flushing Begins October 4, 2021
- C. MRC September 2021 Newsletter
- D. Airport Fuel Sales Report

All items presented for the purpose of information only.

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

- A. Public Hearing: Commercial Rehabilitation Exemption: Eric Hoffman Trust #1 (3890 W. Carleton Rd)

Mayor Stockford opened podium at 7:12 p.m. for public comment.

James Galloway asked about what determines the maximum abatement time and reasoning for the full maximum abatement years given in this tax abatement.

Mayor Stockford replied that the City encourages business and expanding businesses and the maximum allotted time is usually what is given.

Mayor Stockford closed podium at 7:13 p.m.

Motion by Council Member Socha, seconded by Council Member Vear to approve the CRE exemption to Eric Hoffman Trust #1 **Resolution #3475**.

Roll call:

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

Motion passed 8-0

**Old Business**

- A. Confirmation of Final Special Assessment Rolls of SAD 21-01, 21-02, 21-04 and SAD 21-04 Resolution

Jake Hammel (Public Services Director) reported that two of the three projects came out below the expected amount. The projects went exceptionally well.

Council Member Stuchell thanked Mr. Hammel on a great job well done. He also asked if there were more residents interested in special assessment districts to have more street work done. Mr. Hammel replied that there were residents that reached out and inquired about doing their streets.

Council Member Socha asked about the contributions that he along with Council Member Morrissey has recently implied for special assessments to help the residents.

City Attorney Thompson stated to mark contributions for specific use, such as streets, special assessment.

Motion by Council Member Morrissey, seconded by Council Member Socha to adopt **Resolution #3476** confirming approval of Williams Court Special Assessment District SAD 21-04. To set public hearing for final confirmation of SAD 21-01, 21-02, 21-04 for October 18, 2021. Also to have Assessor Thomas place assessment roll on file with the Clerk’s office, direct Clerk to publish public hearing notice and direct Assessor to mail notice to effected property owners.

Roll call:

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

Motion passed 8-0

**B IFT Agreement with DDP Specialty Electronic Materials US/DuPont**

Motion by Council Member Stuchell, seconded by Council Member Socha to approve the IFT agreement with DDP Specialty Electronic Materials US/DuPont.

Roll call:

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

Motion passed 8-0

**New Business**

**A. 2022 Police Interceptor Utility Bid**

Chief Hephner reviewed the police interceptor bid request and the bidders. The Police Department continues to purchase the explorers because they are great vehicles for the use they are looking for.

Motion by Council Member Stuchell, seconded by Council Member Briner to award bid to Stillwell Ford Lincoln in the amount of \$34,132.38.

Roll call:

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

Council Member Socha	Aye
Council Member Zeiser	Aye

Motion passed 8-0

B. MERS 2021 Officers and Employee Delegates

The 75th annual MERS meeting is scheduled for October 7-8 in Grand Rapids, Michigan. The City has historically sent two representatives (an officer delegate and an employee delegate) to at least one day of the conference to ensure that we remain abreast of the latest changes to the MERS program. The conference provides interactive educational sessions, resources for our members and an overview of the future needs.

This year the employee delegate is Frank Engle. Laura Sergent, Human Resources Director has offered to be the management delegate.

Motion by Council Member Briner, seconded by Council Member Vear to appoint Laura Sergent management delegate and Frank Engle as employee delegate.

By a voice vote, the motion passed unanimously.

C. Local Teamsters Union #214 Contract

Jake Hammel (DPS Director) reviewed the key points of the negotiated contract. The contract is for three-years. Items to note in the contract include:

Consolidate job duties and wages to General Laborer and Operator I. Remove Equipment Operator I and II as job categories.

Increase wages by \$1.00 an hour for the first year of the contract. Year two 2.5% and year 3 3% increases.

A \$750.00 signing bonus.

PTO (Paid Time Off) time for new hires versus separate vacation, sick and personal time of current employees.

Addition of Martin Luther King Day off as a holiday.

Council Member Stuchell stated that the benefits are extremely generous and the contract has hidden costs which is costly on the City.

Mr. Hammel stated that the contract is competitive and mentioned he has been losing good employees to local factories and other businesses in the area.

Further Council discussion ensued.

Motion by Council Member Morrissey, seconded by Council Member Vear to approve the Local Teamsters #214 contract for the time period of October 1, 2021 to June 30, 2024.

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Morrissey	Aye
Council Member Pratt	Aye
Council Member Stuchell	Nay
Mayor Stockford	Aye
Council Member Socha	Aye
Council Member Zeiser	Aye



Motion passed 7-1

D. Local IBEW Union #876 Contract

Chris McArthur (BPU Director) reviewed the key points of the negotiated contract. The contract is for three-years. Items to note in the contract include:

Annual raises for the three year contract:

- Lineman 5%, 4.5%, 4.5%
- Apprentice wages 65/70/75/80/85/90/95 of Lineman wages
- Service Tech 2%, 2.5%, 3%
- Groundman 4%, 3%, 3%
- Water Operator 4%, 2.5%, 3%

\$750 signing bonus

PTO (Paid Time Off) for new hires versus separate vacation, sick and personal time of current employees

Addition of Martin Luther King Day off as a holiday

Council discussion ensued.

Council Member Stuchell suggested a “golden handcuff” approach, looking into items like retirement package to retain good employees.

Motion by Council Member Morrisey, seconded by Council Member Vear to approve the Local IBEW #876 contract for the time period of October 1, 2021 to June 30, 2024.

Roll call:

Council Member Vear	Aye
Council Member Briner	Aye
Council Member Morrisey	Aye
Council Member Pratt	Aye
Council Member Stuchell	Aye
Mayor Stockford	Aye
Council Member Socha	Aye
Council Member Zeiser	Aye

Motion passed 8-0

E. Hillsdale College Barber Drive Sidewalk/Terrace Project- Discussion

On June 25, 2021 Hillsdale College submitted a Right of Way Permit Application for the installation of a sidewalk and retaining wall on Barber Drive from Hillsdale St. to Union St. A retaining wall is necessary due to the incline along the sidewalk, however, it will be within the City’s right of way. After discussion with the College, it has been agreed the College will maintain the sidewalk, retaining wall and landscape in perpetuity. An agreement between the City and the College is being drafted by the City Attorney stating as much as will be presented at the October 18, 2021 meeting for approval.

No action taken.

**Miscellaneous Reports**

- A. Proclamation – Pregnancy & Infant Loss Remembrance Day October 15, 2021
- National Disability Employment Awareness Month- October 2021

Mayor Stockford read each proclamation aloud.

Julie Boyce and Stephanie Myers spoke about what Key Opportunities is about and with the National Disability Employment Awareness proclamation approved in the City, Key Opportunities will continue to bring awareness to the community and support employers that employ people with disabilities.

Mayor Stockford thanked Boyce and Myers and everyone at Key Opportunities for doing what they do.

B. Appointments—None

C. Other – None

**General Public Comment**

Doug Ingles, 20 Vine St, Hillsdale County Commissioner, stated that Michigan Works Southeast is having a virtual expungement session October 8<sup>th</sup>, 2021 from 10am – 11am. Also an in person expungement fair on November 5<sup>th</sup>, 2021 from 10am – 2pm at the Hillsdale location. Registration is available on their website.

James Galloway, 9 Rippon Ave, stated he was doing research and looking for the master plan for the City. He has seen the one for 2015. He has a proposal to bring to the City and would like to see the updated master plan.

Penny Swan, Ward 4, thanked Council for renewing the union contracts the BPU line workers and Public Services crew are out in the worst weather and should be able to get what they can get.

**City Manager's Report**

None

**Council Comments**

Council Member Stuchell shared that the Heritage Association and with the good work from Mary Wolfram, received an art grant for \$15,000 that will help complete the stenciling work for the Dawn Theater.

Council Member Socha asked Council Member Briner to extend thanks for all the hard work to the fair board on a great and successful fair this year.

Council Member Zeiser stated that his two year old had a great time at the fair but wanted to see lions and tigers.

Council Member Briner mentioned the fair was a great event. The board consist of 28 volunteers and all put in many hours over the week. Lots of time and commitment is put in for the fair as it's the Most Popular Fair on Earth.

**Adjournment**

Council Member Morrissey, seconded by Council Member Pratt moved to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:10 p.m.

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Adam L. Stockford, Mayor

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Katy Price, City Clerk



**Cemetery Board  
Minutes**

**2<sup>nd</sup> Floor Conference Room  
City Hall**

October 6, 2021  
4:15p.m.

**Call to Order:**

The meeting was called to order by Mr. Hammel at 4:16 p.m.

**Board members present:**

DPS Director Jake Hammel, Carol Lackey, Richard Smith, Vicky Ladd

**Board members absent:**

John Barrett

**Also present were:**

City Clerk Katy Price, Cemetery Sexton Frank Engle

**APPROVAL OF MINUTES**

Motion by Lackey, seconded by Ladd to approve the May 5, 2021 cemetery minutes with the corrections of *Fran Engle* under Call to Order be changed to Frank Engle and *Sergeant Hephner* in public comment be changed to Chief Hephner.

By a voice vote, the motion passed unanimously.

**PUBLIC COMMENT**

None

**OLD BUSINESS**

Lakeview Expansion

Frank Engle, sexton, reported to the board that the leveling and grading has been completed in Sections 13 & 14 by using gravel road base. The stump removal has been completed as well, he mentioned that there were more like 200 stumps that needed removed instead of the initial estimated amount of 100. The cemetery needs a substantial amount of top soil and grass seed to

complete the area. Hammel mentioned the cost of top soil has increased tremendously and will need to be budgeted in the next budget cycle. Engineering services will be needed for the final layout design. The Public Services department have a rough preliminary blueprint.

Engle reported that there are 18 graves for multiples/singles and 5 single graves available throughout Lakeview left for purchase. He stated that there was on average about 35 full burials a year within both cemeteries.

Discussion ensued on the cemetery perpetual maintenance fund and the cost of maintaining both cemeteries annually. On average the cemeteries bring in \$50,000 year, and it costs \$110,000 to operate and maintain cemeteries every year. The City funds the difference.

Jake Hammel and Frank Engle reviewed the ribbon foundations being installed in the new expansions. Frank explained that the ribbons would keep organization and symmetry as new graves and headstones go in.

Smith asked about the military flags and where they would sit at with the ribbons. Engle mentioned that they would most likely drill a hole in ribbons to make it sturdy to sit in.

Engle reported there was minor damage done to the cemeteries with all the recent storms over the summer. One headstone was chipped a few places. Lackey asked about insurance in fixing headstones. Engle replied that the city doesn't have any financial authority over the headstones. The families would have that covered as personal property on their home owners insurance.

## **NEW BUSINESS**

### **A. 2022 Meeting Dates**

Jake Hammel reviewed the proposed 2022 meeting dates. (February 2, May 4, August 3, October 5, 2022) all meetings to start at 4:15 p.m.

Motion by Ladd, support by Smith to approve the 2022 meetings dates as presented.

All ayes. Motion carried unanimously.

### **B. Grave Marker Size Restriction**

Jake Hammel reported that the request for large headstones; being over 48 inches, have become more and more regular. There have been concerns with amount of space the cemeteries currently have and how well the ground will hold when digging a grave with a large stone in place, along with properly securing the foundations. More foundation would need to be poured to secure them which leads to an increase in cost.

Board members discussed the dimensions on what they felt was acceptable and discussed securing proper foundations to hold such large stones.

Motion by Lackey, supported by Smith to set four feet high restrictions on grave markers and anything over four feet will need to come to board for approval.

By a voice vote, the motion passed unanimously.

Discussion ensued on updating the rules and regulations to include such information.

**C. Updating Cemetery Entry Signs**

Engle reported that the signs are old and showing age, the phone number originally on the signs were not correct and is not in service. The signs need updated.

Smith asked if the signs should include hours listed to eliminate some issues that may arise.

Engle will get proofs of the signs and present at next meeting.

**ADJOURNMENT**

Motion by Lackey, seconded by Ladd, to adjourn.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 5:20 p.m.

Respectfully submitted,

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Katy Price, City Clerk

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date: October 18, 2021**

**Agenda Item: Consent**

**SUBJECT: Electrical Service Upgrades to Power Plant**

**BACKGROUND PROVIDED BY STAFF:**

The main electrical service at the power plant is in need of replacement. The service is extremely old with many of the fuses and knives very hard to find and costly. The service has been a dual feed system with a wet and a dry transformer both being 4160 V. The voltage upgrade will require us to upgrade the exterior service and transformer, thus making this the perfect time to replace the inside service equipment. The work described in the bid is the basic main panel replacement this is the breaker panel that feeds all of the subpanels throughout the plant. This is a starting point for repair/replacement of outdated electrical fuse boxes and a huge safety improvement for personnel. Local Electrical contractor Clark Electric visited the power plant several times and along with power plant personnel developed a replacement strategy.

This has been approved by the BPU Board.

**RECOMMENDATION:** Staff recommends moving forward with the replacement of the 800 amp main panel and associated wiring at the power plant by Clark Electric for \$26,500.00.



**Clark Electric, Inc.**

187 Uran Street  
Hillsdale, MI 49242

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

9/30/21

Hillsdale BPU  
45 Monroe Street  
Hillsdale MI 49242

RE: Power Plant Service Upgrade.

Dear; Chad

We propose to supply material and labor to complete the following at the Power Plant. This would include the following.

- Supply and install a new 800amp 277/480v Panelboard around the corner from the existing 800amp Main Disconnect.
- Install new conductors from the Pad Mount Transformer to the new Panelboard.
- Install all necessary Grounding.
- Install conduit and wiring to refeed MCC 5&6 with a 400amp feeder.
- Install conduit and wiring to refeed Panels A,B,C,D,and E with 200amp feeders.
- Install a 200amp feeder from the new Panelboard to the Cooling Tower Fans located at the West end of the building.

The total cost for this project would be \$26,500.00.  
(Twenty-Six Thousand Five Hundred Dollars)

The new 800amp Panelboard would have a 49 working day lead time from the order date.

If you have any questions please call.

Respectfully Submitted,

**Dewey Rogers**

Dewey Rogers  
Clark Electric Inc.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date: October 18, 2021**

**Agenda Item: Consent**

**SUBJECT: Utility Pot Holing for 2022 Street Project**

**BACKGROUND PROVIDED BY STAFF:**

In conjunction with the proposed street projects planned in 2022 the BPU staff and City Engineer requires some potholing work on the water services along the streets planned for repaving in 2022. It is intended to include any required lead service replacements needed during the road work within the bidding documents for the street work. Bid documents for this project need to be completed in January 2022 for bidding in February. Generally this would have been completed within the larger utility potholing contract, however due to timing of the needed information this work must be completed this fall for inclusion in the paving project.

As timing for this information is critical we contacted Taplin to request pricing for completing potholing this fall on the estimated 114 services along the proposed 2022 construction streets. Attached is the proposal for the work asked of Taplin.

This has been approved by the BPU Board.

**RECOMMENDATION:** Staff recommends the BPU Board support award of work to Taplin Group, LLC of Kalamazoo, MI. to complete approximately 114 water service potholes along the street proposed for paving in the 2022 calendar year. Funds for this work is available in the Water Fund as potholing work was approved in the current budget.





5140 West Michigan Avenue Kalamazoo, MI 49006

September 15, 2021

Kristin Bauer, P.E.  
*City Engineer*  
**City of Hillsdale**  
97 N. Broad St.  
Hillsdale, MI 49242

**Regarding: Potholing Services**  
*Taplin Tracking #2021.0552*

Dear Mrs. Bauer,

Pursuant to your request, Taplin Group, LLC appreciates the opportunity to submit this proposal for your consideration.

#### SCOPE OF WORK

It is understood, that the City of Hillsdale is seeking to have (85) water valves day-lighted to identify pipe materials in the south part of town as directed.

It is understood, that each pothole or UVH (Utility Verification Hole) will have the dimensions of 2'W x 2'Lx6'D to provide ample exposure to determine pipe materials at the valve. Taplin Group would be responsible to update the information on the provided table and finalize for submission to the City. Following the completion of pipe material confirmation, the Taplin crew will backfill the UVH's with pea stone to grade.

Taplin will provide one hydro-excavator unit plus a 2-person backfill crew to complete the scope. We estimate (3) days of operation.

#### PLEASE INQUIRE ABOUT OUR OTHER SERVICES

- Automated Tube Bundle Cleaning
- Non-Entry Reactor & Vessel Cleaning
- Hydroblasting Pressures to 40K PSI
- Hydro-Excavation Service
- Utility Locating Services
- Large Diameter Pipe Cleaning
- Emergency Spill Response Services
- Pipe Inspection Services
- Hazardous Waste Hauling
- Industrial Vacuuming (wet/dry)



5140 West Michigan Avenue Kalamazoo, MI 49006

**PROJECT PRICING**

Item	Description	Qty	Unit	Rate	Extension
1	Mobilization / Demobilization	1	LS	\$ 550.00	\$ 550.00
2	Utility Verification Holes	85	EA	\$ 365.00	\$ 31,025.00
					\$ -
Total:					\$ 31,575.00

**TERMS AND CONTINGENCIES**

- Our proposal is subject to executing a mutually negotiated and agreed construction contract including, but not limited to, the following:
  - a. An agreed schedule for the Work;
  - b. A fuel surcharge will apply on all fuel-related equipment line items per the D.O.E On Highway National Index (<http://www.eia.gov/petroleum/gasdiesel/>) at the time of services. Rate will fluctuate and is updated on Mondays;
  - c. Owner to provide full and uninterrupted access to site;
  - d. Time and cost compensation for suspensions, delays, or extra costs caused by the Owner, their contractors, or parties under their control;
  - e. No consequential damages;
  - f. Taplin cannot accept the inclusion of "no damage for delay" clauses of any kind
  - g. A mutual indemnification provision;
  - h. Standard 30 days payment terms;
  - i. Straight time hours are based on the first eight hours of a prescheduled shift, Monday through Friday. Overtime hours commence after eight hours of a prescheduled shift and Saturdays. Double time hours apply to Sundays and holidays.
  - j. Any delays caused by others and not directly the result of Taplin actions will be documented and billed at Taplin’s standard rates.
  - k. The City will provide access to a hydrant at the Waste Water Treatment plant.
  - l. The City will provide an area at a city owned property to stockpile backfill materials as well as spoils from the excavation process.
  - m. Any off-spec material will be returned to the generator or delivered to an alternate disposal facility, invoiced at Taplin Group’s standard time and material rates.
  - n. Any start or completion dates agreed to by Contractor are only approximate and are subject to reasonable variation. Contractor shall not be liable for delays or failures in performance resulting from causes beyond its control and without its willful misconduct or gross negligence, including acts of God. Contractor may, in its sole discretion, engage sub-contractors on behalf of Customer to perform any portion of the Services. The customer shall be responsible for all waiting time of Taplin Group outside the immediate control of Taplin (i.e. no/delayed access to work area/site,

mandatory breaks act.) or any other influences outside the control of Taplin and its associates. Such time shall be in addition to the base quotation in the form of additional T&M charges.

- o. All completed Services shall be inspected and accepted the day off completion. CUSTOMER'S FAILURE TO INSPECT AND PROMPTLY SUBMIT A CLAIM TO CONTRACTOR SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF.
- p. A signed Taplin Group Professional Services Agreement (PSA) or purchase order (PO) issued by Customer, incorporating the terms and conditions included in this proposal, must be in place prior to project scheduling.
- q. Change Orders. All change orders or amendments to this Agreement become effective only upon acceptance by Contractor and Customer. No modifications shall be accepted in any other way
- r. Payment. Terms are net thirty (30) days from invoice date. No discount rebates or credits may be taken unless agreed to by Contractor in writing. Invoices paid beyond thirty (30) days after invoice date will incur a service charge of one and one-half percent (1-½%) per month on the unpaid balance, or, if lower, the highest percentage amount allowable by law. Contractor may suspend Services if Customer does not pay every invoice promptly and in full. At its discretion, Contractor may also require payment in full or satisfactory security prior to performance of any Services.
- s. This proposal is deemed proprietary information and its contents, including pricing may not be disclosed to any entity outside of the person addressed to without written permission by Taplin. The bidding documents specify, and Taplin has included the costs associated with, the use of a specific material/supplier or subcontractor to complete the proposed scope of work. Since this material/supplier or subcontractor has been pre-qualified by the owner/engineer, Taplin will not be held responsible for any delay or replacements costs associated related to this inclusion.

#### EXCLUSIONS

- Work requiring personnel to don any level of protective gear above level D PPE
- Permits, approvals, testing, notifications, monitoring and/or inspection for our work not specifically named above
- Electricity and water, if required
- Parking fees for Taplin personnel
- NMA, GPPMA & Prevailing wages
- Additional costs to procure temporary workers and complete project if site is union and union cannot provide competent and proper quantity of personnel needed.
- Minority participation including MBE, DBE, RPP, EBE, WBE, etc.

- Weekend Hours
- Acceptable site access and a firm, dry, level, working area negating the need for equipment mats.
- Impact of underground obstructions to our work, we shall be compensated for costs of excavating, removing, or otherwise dealing with such obstructions.
- Impact of existing contamination and pollution to our work, including mold.
- All traffic control; lane, street or alley closures.
- Once Work has commenced, Work suspension or delay by Contractor or Owner for more than 30 days.
- Performance and Payment Bond, however, same can be provided on a cost reimbursement basis.
- Any items of work not specifically included or referenced in this proposal shall not be our responsibility.
- Bid is awarded as a single project
- Default or delay in the completion of the work when caused by strike, riot, weather, war, terrorism, Act of God, site access restrictions or other similar circumstances beyond our control

Thank you again for the opportunity to present this proposal. Please do not hesitate to contact me at (313) 695.1047 with any questions or clarification you might require. To indicate your acceptance of this proposal, please sign below and either email or fax it back to (269) 375-2830.

Submitted by:  
**TAPLIN CONTRACTING SERVICES, LLC**



David Balogh  
 Vice President of Underground Infrastructure Services

<b>Accepted By:</b>	
<b>Signature:</b>	
<b>Date</b>	

# CITY OF HILLSDALE

## LEAF COLLECTION SCHEDULE

### OCTOBER 25 - December 7, 2021

**Leaf collection is back!** Once again the Hillsdale Public Services Department will be collecting leaves, grass clippings and garden debris from all city streets. The City has been divided into 4 sections (based on ward numbers) with each being assigned a specific collection period. **Please check the map for your neighborhood's collection day** and please use the following guidelines. Your cooperation is greatly appreciated and is essential for the leaf collection process to be successful. If you have questions, don't hesitate to call the Public Services Department at **437-6490**.

*Our collection window will consist of two (2) rounds of collection. Starting with ward 1, moving into ward 4, then 3 and finishing in ward 2. This year's collection has a new process with new equipment that requires leaves to be very clean. DPS will not be responsible for damage to any decorations or unapproved plantings in the terrace. Each property owner will be responsible for the immediate removal of any/all material raked/placed into the street before and/or after the collection period.*

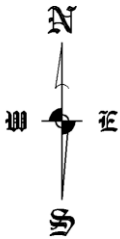
#### ALLOWED

1. Rake leaves as close to street without placing into the street.
2. Piles out no sooner than the week before schedule.
3. Biodegradable bags are still accepted at the Transfer Station on Carleton Rd.

#### NOT ALLOWED

1. Piles CANNOT contain
 

A. Brush/limbs/sticks	D. Bricks/Blocks/rocks
B. Trash	E. Plastic or Biodegradable paper bags
C. Construction Materials	
2. DO NOT pile leaves within 2' of all fixed objects..... trees/ hydrants/ poles/ signs/ water valves etc.
3. NO PARKING on the street during your designated collection days.
4. DO NOT place leaves out sooner than one week before your scheduled dates.
5. Remove all basketball hoops from the streets right-of-way.



**WARD 2**

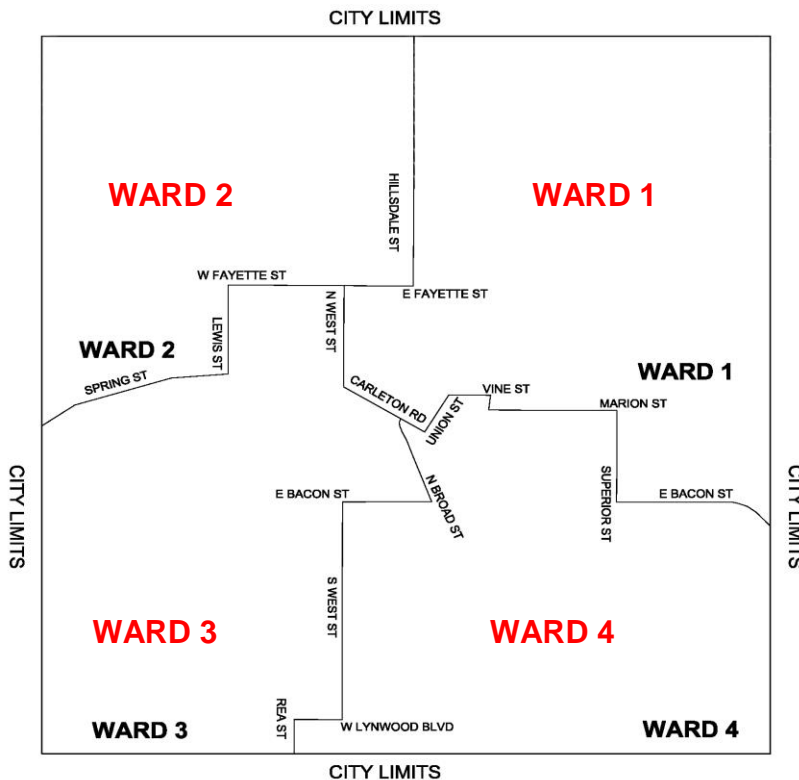
**ROUND 1**  
 TUESDAY 11/9,  
 WEDNESDAY 11/10,  
 FRIDAY 11/12

**ROUND 2**  
 FRIDAY 12/3,  
 MONDAY 12/6,  
 TUESDAY 12/7

**WARD 3**

**ROUND 1**  
 WEDNESDAY 11/3,  
 THURSDAY 11/4,  
 FRIDAY 11/5,  
 MONDAY 11/8

**ROUND 2**  
 MONDAY 11/29,  
 TUESDAY 11/30,  
 WEDNESDAY 12/1,  
 THURSDAY 12/2



**WARD 1**

**ROUND 1**  
 MONDAY 10/25,  
 TUESDAY 10/26,  
 WEDNESDAY 10/27

**ROUND 2**  
 TUESDAY 11/16,  
 WEDNESDAY 11/17,  
 THURSDAY 11/18

**WARD 4**

**ROUND 1**  
 THURSDAY 10/28,  
 FRIDAY 10/29,  
 MONDAY 11/1,  
 TUESDAY 11/2

**ROUND 2**  
 FRIDAY 11/19,  
 MONDAY 11/22,  
 TUESDAY 11/23,  
 WEDNESDAY 11/24



# Trunk *or* Treat



HOSTED BY HILLSDALE TOWNSHIP FIRE DEPARTMENT  
ALONG WITH LEIGHR A. WRIGHT AMERICAN LEGION POST 53,  
HILLSDALE COUNTY FAIRGROUNDS, & HILLSDALE BUSINESS ASSOCIATION

*Saturday, October 23, 5-7 p.m.*

**AT HILLSDALE COUNTY FAIRGROUNDS**



Children present must be in costume and accompanied by a parent or legal guardian.

Parking will be on the infield and those wishing to attend must enter through Gate 6. Gate closes at 6:45 pm.



Local businesses, churches, organizations and private citizens are welcome to come down and set up a booth to hand out candy to the kids! There will be plaques for the best-decorated booths.

**City of Hillsdale  
Agenda Item Summary**

**Meeting Date:**           **October 18, 2021**

**Agenda Item:**           **Departmental Reports**

**SUBJECT:**               **Assessing Officer Reports for Property Tax Abatements on the 2021  
City Tax Roll**

**BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor)**

The attached Assessing Officer Reports are submitted annually to the State of Michigan Property Tax Exemption Unit. The information contained herein is based on the status as of 12/31/2020 which is tax day for the 2021 taxes. Please feel free to contact the Assessing Department with any questions.

## Assessing Officer Report for Commercial Rehabilitation Exemption

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

In accordance with the requirements of Section 14 of Public Act 210 of 2005, as amended, the local governmental unit (LGU) is required to furnish an annual report not later than October 15th, showing the project status, frozen taxable value, current taxable value, and the number of jobs retained or created as of the preceding December 31 for property on the Commercial Rehabilitation Tax Roll.

Assessment as of December 31, 2020 for the 2021 Tax Year

**Due by October 15, 2021**

City / Twp / Vlg Code*	302010
City / Twp / Vlg Name	City of Hillsdale
County Name	Hillsdale County
Assessing Officer's Name	Kimberly A Thomas
Email Address	<a href="mailto:kthomas@cityofhillsdale.org">kthomas@cityofhillsdale.org</a>
Phone Number	(517) 437-6456

\*Townships responsible for certificates issued by a village should report the village certificates under the village code.

### School Districts

Enter this reference number

Code	School District	on subsequent pages
30020	Hillsdale Community	1
		2
		3
		4
		5

### School Summary

School District	Frozen Taxable Values	Current Taxable Values	Construction Jobs	Jobs Retained	Jobs Created
Hillsdale Community	\$776,515	\$1,268,249	15	84	40
	\$0	\$0	-	-	-
	\$0	\$0	-	-	-
	\$0	\$0	-	-	-
	\$0	\$0	-	-	-
<b>Grand Total</b>	\$776,515	\$1,268,249	15	84	40

This report is to be emailed no later than October 15, 2021 to [PTE@michigan.gov](mailto:PTE@michigan.gov).

The email subject line must read: AOR Comm Rehab, 2021, City of Hillsdale

For questions, contact the Property Tax Exemption Section at (517) 335-7491.

[Click Here For Property Tax Exemption Section Email](#)

[Click Here For Property Tax Exemption Section Website](#)







Parcel Number	Certificate #	Certificate Holder	School	Real Taxable	Pers. Taxable
006-911-110-05	2011-110	PRECISION GAGE LLC	30020	0	33,800
006-911-159-05	2011-159	COBRA	30020	0	6,500
006-911-587-05	2011-587	FOUST ELECTRO MOLD INC	30020	0	17,700
006-912-097-00	2012-097	PRECISION GAGE LLC	30020	54,350	0
006-912-097-05	2012-097	PRECISION GAGE LLC	30020	0	167,200
006-912-298-05	2012-298	GAMPCO	30020	0	91,900
006-913-047-00	2013-047	TI GROUP AUTOMOTIVE SYSTEMS LLC	30020	22,409	0
006-913-047-05	2013-047	TI GROUP AUTOMOTIVE SYSTEMS LLC	30020	0	200
006-913-131-05	2013-131	COBRA	30020	0	4,900
006-913-209-05	2013-209	COBRA	30020	0	0
006-913-441-05	2013-441	PRECISION GAGE LLC	30020	0	0
006-914-489-00	2014-489	GAMPCO	30020	2,433	0
006-914-489-05	2014-489	GAMPCO	30020	0	0
006-916-017-00	2016-017	MARVO PROPERTIES, LLC	30020	19,499	0
006-917-181-00	2017-181	CORECOYLE COMPOSITES LLC	30020	93,800	0
006-918-110-00	2018-110	PRECISION GAGE LLC	30020	301,563	0
006-918-159-00	2018-159	DOW/DUPONT	30020	307,500	0
006-919-045-00	2019-045	CENTRAL COAST DESIGNS, INC	30020	49,200	0

Totals: 850,754 322,200

**Assessor's Annual Report of NEZ Assessed Values & Ad Valorem Taxes**  
MCL 207.783(2)

Deadline to Submit: October 15

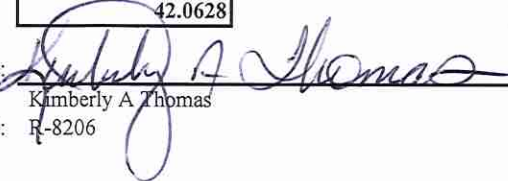
Tax Year: 2021

NEZ Certificate #	Expiration	PIN	Assessed Value	Taxable Value	PRE %	Ad Valorem Tax	NEZ Tax	Abated Tax
N2015-131	12/30/2026	006-727-340-03	120,200	86,684	100%	\$ 3,682.63	\$ 1,551.40	\$ 2,131.23
N2015-134	12/30/2026	006-727-340-30	145,300	99,346	100%	\$ 4,220.55	\$ 1,778.01	\$ 2,442.54
N2015-136	12/30/2028	006-727-340-26	200,300	136,700	100%	\$ 5,807.48	\$ 2,446.54	\$ 3,360.94
N2015-137	12/30/2031	006-722-477-23	787,900	496,866	100%	\$ 21,108.57	\$ 8,892.51	\$ 12,216.06
N2017-202	12/30/2029	006-717-202-00	123,700	116,508	100%	\$ 4,949.65	\$ 2,085.16	\$ 2,864.49
N2019-025	12/30/2030	006-719-025-00	298,500	298,500	100%	\$ 12,681.30	\$ 5,342.31	\$ 7,338.99
<b>Subtotals</b>			<b>1,675,900</b>	<b>1,234,604</b>		<b>\$ 52,450.18</b>	<b>\$ 22,095.93</b>	<b>\$ 30,354.25</b>

Millage Rates

Category	Tax Levy	Ad Valorem Rates			NEZ Rates		
		Summer	Winter (tentative)	Total	Summer	Winter (tentative)	Total
County	Operating	4.8879	-	4.8879	1.8028	-	1.8028
	2018 Mental Health	-	0.4934	0.4934	-	0.3392	-
	2018 Ambulance 1	-	0.8388	0.8388	-	0.5766	-
	2018 Ambulance 2	-	0.1480	0.1480	-	0.1017	-
	2018 Med Care Facility	-	0.5921	0.5921	-	0.4070	-
Tentative	Med Care Facility Debt	-	0.4000	0.4000	-	0.2750	-
	2004 Senior Services	-	0.4899	0.4899	-	0.3368	-
	2008 Senior Services	-	0.4931	0.4931	-	0.3390	-
State Education	State Educ Tax	6.0000	-	6.0000	2.2130	-	2.2130
Local Education	School Bldg/Site	1.1119	1.1119	2.2238	0.4101	0.7644	1.1745
	School Bonded Debt	-	-	-	-	-	-
	School Operating	8.8789	8.8789	17.7578	4.6050	4.6050	9.2100
ISD Education	ISD General Oper	0.1321	0.1322	0.2643	0.0487	0.0909	0.1396
	ISD Special Ed	1.4828	1.4828	2.9656	0.5469	1.0194	1.5663
	ISD Voc Ed	0.7413	0.7414	1.4827	0.2734	0.5097	0.7831
City	General Operating	12.3367	-	12.3367	4.5501	-	4.5501
	Street Maintenance	2.4674	-	2.4674	0.9100	-	0.9100
	Sinking Fund	-	-	-	-	-	-
	Public Safety	0.9922	-	0.9922	0.3660	-	0.3660
	2021 Street Reconstruction	3.5000	-	3.5000	1.2909	-	1.2909
	2021 Leaf Collection	0.5000	-	0.5000	0.1844	-	0.1844
	Library	0.9869	-	0.9869	0.3640	-	0.3640
	<b>Totals:</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>	<b>17.5653</b>	<b>9.3647</b>	<b>26.9300</b>
<b>PRE Rates:</b>				<b>42.0628</b>			<b>17.7200</b>

Send to: Each taxing unit  
Certificate holders

Assessor Signature:   
Kimberly A. Thomas  
Certification #: R-8206

Assessor's Annual Report of NEZ Assessed Values & Ad Valorem Taxes  
MCL 207.783(2)

Deadline to Submit: October 15

Tax Year: 2021

NEZ Certificate #	Expiration	PIN	Assessed Value	Taxable Value without NEZ	Frozen Taxable Value	PRE %	Ad Valorem Tax	NEZ Tax	Abated Tax
N2017-088	12/30/2028	006-717-088-00	81,100	42,785	20,800	0%	\$ 2,585.00	\$ 1,256.71	\$ 1,328.29
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
<b>Subtotals</b>			<b>81,100</b>	<b>42,785</b>			<b>\$ 2,585.00</b>	<b>\$ 1,256.71</b>	<b>\$ 1,328.29</b>

Millage Rates

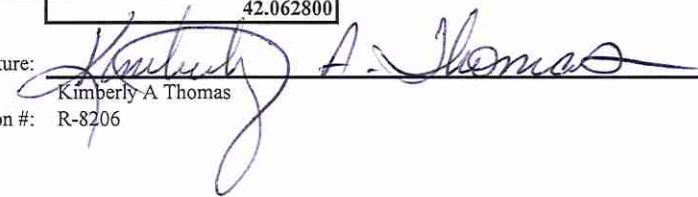
Category	Tax Levy	Ad Valorem Rates			NEZ Rates		
		Summer	Winter (tentative)	Total	Summer	Winter (tentative)	Total
County	Operating	4.8879	-	4.8879	4.8879	-	4.8879
	2018 Mental Health	-	0.4934	0.4934	-	0.4934	0.4934
	2018 Ambulance 1	-	0.8388	0.8388	-	0.8388	0.8388
	2018 Ambulance 2	-	0.1480	0.1480	-	0.1480	0.1480
	2018 Med Care Facility	-	0.5921	0.5921	-	0.5921	0.5921
Tentative	Med Care Facility Debt	-	0.4000	0.4000	-	0.4000	0.4000
	2004 Senior Services	-	0.4899	0.4899	-	0.4899	0.4899
	2008 Senior Services	-	0.4931	0.4931	-	0.4931	0.4931
State Education	State Educ Tax	6.0000	-	6.0000	6.0000	-	6.0000
Local Education	School Bldg/Site	1.1119	1.1119	2.2238	1.1119	1.1119	2.2238
	School Bonded Debt	-	-	-	-	-	-
	School Operating	8.8789	8.8789	17.7578	8.8789	8.8789	17.7578
ISD Education	ISD General Oper	0.1321	0.1322	0.2643	0.1321	0.1322	0.2643
	ISD Special Ed	1.4828	1.4828	2.9656	1.4828	1.4828	2.9656
	ISD Voc Ed	0.7413	0.7414	1.4827	0.7413	0.7414	1.4827
City	General Operating	12.3367	-	12.3367	12.3367	-	12.3367
	Street Maintenance	2.4674	-	2.4674	2.4674	-	2.4674
	Sinking Fund	-	-	-	-	-	-
	Public Safety	0.9922	-	0.9922	0.9922	-	0.9922
	2021 Street Reconstruct	3.5000	-	3.5000	3.5000	-	3.5000
	2021 Leaf Collection	0.5000	-	0.5000	0.5000	-	0.5000
	Library	0.9869	-	0.9869	0.9869	-	0.9869
	<b>Totals:</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>
<b>PRE Rates:</b>				<b>42.062800</b>			<b>42.062800</b>

Send to: Each taxing unit  
Certificate holders

Assessor Signature: \_\_\_\_\_

Kimberly A Thomas

Certification #: R-8206





**Assessor's Annual Report of NEZ Assessed Values & Ad Valorem Taxes**  
MCL 207.783(2)

Deadline to Submit: October 15

Tax Year: 2021  
3 years prior to expiration 0.625

NEZ Certificate #	Expiration	PIN	Assessed Value	Taxable Value	PRE %	Ad Valorem Tax	NEZ Tax	Abated Tax
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
<b>Subtotals</b>			-	-		\$ -	\$ -	\$ -

Millage Rates

Category	Tax Levy	Ad Valorem Rates			NEZ Rates		
		Summer	Winter (tentative)	Total	Summer	Winter (tentative)	Total
County	Operating	4.8879	-	4.8879	3.0549	-	3.0549
	2018 Mental Health	-	0.4934	0.4934	-	0.3083	0.3083
	2018 Ambulance 1	-	0.8388	0.8388	-	0.5242	0.5242
	2018 Ambulance 2	-	0.1480	0.1480	-	0.0925	0.0925
	2018 Med Care Facility	-	0.5921	0.5921	-	0.3700	0.3700
Tentative	Med Care Facility Debt	-	0.4000	0.4000	-	0.4000	0.4000
	2004 Senior Services	-	0.4899	0.4899	-	0.3061	0.3061
	2008 Senior Services	-	0.4931	0.4931	-	0.3081	0.3081
State Education	State Educ Tax	6.0000	-	6.0000	6.0000	-	6.0000
Local Education	School Bldg/Site	1.1119	1.1119	2.2238	1.1119	1.1119	2.2238
	School Bonded Debt	-	-	-	-	-	-
	School Operating	8.8789	8.8789	17.7578	8.8789	8.8789	17.7578
ISD Education	ISD General Oper	0.1321	0.1322	0.2643	0.1321	0.1322	0.2643
	ISD Special Ed	1.4828	1.4828	2.9656	1.4828	1.4828	2.9656
	ISD Voc Ed	0.7413	0.7414	1.4827	0.7413	0.7414	1.4827
City	General Operating	12.3367	-	12.3367	7.7104	-	7.7104
	Street Maintenance	2.4674	-	2.4674	1.5421	-	1.5421
	Sinking Fund	-	-	-	-	-	-
	Public Safety	0.9922	-	0.9922	0.6201	-	0.6201
	2021 Street Reconstructio	3.5000	-	3.5000	2.1875	-	2.1875
	2021 Leaf Collection	0.5000	-	0.5000	0.3125	-	0.3125
	Library	0.9869	-	0.9869	0.6168	-	0.6168
	<b>Totals:</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>	<b>34.3913</b>	<b>14.6564</b>	<b>49.0477</b>
<b>PRE Rates:</b>				<b>42.0628</b>			<b>31.2899</b>

Send to: Each taxing unit  
Certificate holders

Assessor Signature:

*Kimberly A. Thomas*  
Kimberly A. Thomas

Certification #: R-8206

**Assessor's Annual Report of NEZ Assessed Values & Ad Valorem Taxes**  
MCL 207.783(2)

Deadline to Submit: October 15

Tax Year: 2021  
2 years prior to expiration 0.75

NEZ Certificate #	Expiration	PIN	Assessed Value	Taxable Value	PRE %	Ad Valorem Tax	NEZ Tax	Abated Tax
N2012-011	12/30/2022	006-727-340-15	129,400	87,818	100%	\$ 3,730.80	\$ 3,093.81	\$ 636.99
					100%	\$ -	\$ -	\$ -
<b>Subtotals</b>			<b>129,400</b>	<b>87,818</b>		<b>\$ 3,730.80</b>	<b>\$ 3,093.81</b>	<b>\$ 636.99</b>

Millage Rates

Category	Tax Levy	Ad Valorem Rates			NEZ Rates		
		Summer	Winter (tentative)	Total	Summer	Winter (tentative)	Total
County	Operating	4.8879	-	4.8879	3.6659	-	3.6659
	2018 Mental Health	-	0.4934	0.4934	-	0.3700	0.3700
	2018 Ambulance 1	-	0.8388	0.8388	-	0.6291	0.6291
	2018 Ambulance 2	-	0.1480	0.1480	-	0.1110	0.1110
	2018 Med Care Facility	-	0.5921	0.5921	-	0.4440	0.4440
Tentative	Med Care Facility Debt	-	0.4000	0.4000	-	0.4000	0.4000
	2004 Senior Services	-	0.4899	0.4899	-	0.3674	0.3674
	2008 Senior Services	-	0.4931	0.4931	-	0.3698	0.3698
State Education	State Educ Tax	6.0000	-	6.0000	6.0000	-	6.0000
Local Education	School Bldg/Site	1.1119	1.1119	2.2238	1.1119	1.1119	2.2238
	School Bonded Debt	-	-	-	-	-	-
	School Operating	8.8789	8.8789	17.7578	8.8789	8.8789	17.7578
ISD Education	ISD General Oper	0.1321	0.1322	0.2643	0.1321	0.1322	0.2643
	ISD Special Ed	1.4828	1.4828	2.9656	1.4828	1.4828	2.9656
	ISD Voc Ed	0.7413	0.7414	1.4827	0.7413	0.7414	1.4827
City	General Operating	12.3367	-	12.3367	9.2525	-	9.2525
	Street Maintenance	2.4674	-	2.4674	1.8506	-	1.8506
	Sinking Fund	-	-	-	-	-	-
	Public Safety	0.9922	-	0.9922	0.7442	-	0.7442
	2021 Street Reconstruction	3.5000	-	3.5000	2.6250	-	2.6250
	2021 Leaf Collection	0.5000	-	0.5000	0.3750	-	0.3750
	Library	0.9869	-	0.9869	0.7402	-	0.7402
	<b>Totals:</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>	<b>37.6003</b>	<b>15.0385</b>	<b>52.6388</b>
<b>PRE Rates:</b>				<b>42.0628</b>			<b>34.8810</b>

Send to: Each taxing unit  
Certificate holders

Assessor Signature:

  
Kimberly A Thomas

Certification #: R-8206

**Assessor's Annual Report of NEZ Assessed Values & Ad Valorem Taxes**  
MCL 207.783(2)

Deadline to Submit: October 15

Tax Year: 2021  
1 year prior to expiration 0.875

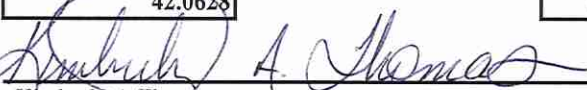
NEZ Certificate #	Expiration	PIN	Assessed Value	Taxable Value	PRE %	Ad Valorem Tax	NEZ Tax	Abated Tax
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
<b>Subtotals</b>			-	-		\$ -	\$ -	\$ -

Millage Rates

Category	Tax Levy	Ad Valorem Rates			NEZ Rates		
		Summer	Winter (tentative)	Total	Summer	Winter (tentative)	Total
County	Operating	4.8879	-	4.8879	4.2769	-	4.2769
	2018 Mental Health	-	0.4934	0.4934	-	0.4317	0.4317
	2018 Ambulance 1	-	0.8388	0.8388	-	0.7340	0.7340
	2018 Ambulance 2	-	0.1480	0.1480	-	0.1295	0.1295
	2018 Med Care Facility	-	0.5921	0.5921	-	0.5181	0.5181
Tentative	Med Care Facility Debt	-	0.4000	0.4000	-	0.4000	0.4000
	2004 Senior Services	-	0.4899	0.4899	-	0.4287	0.4287
	2008 Senior Services	-	0.4931	0.4931	-	0.4315	0.4315
State Education	State Educ Tax	6.0000	-	6.0000	6.0000	-	6.0000
Local Education	School Bldg/Site	1.1119	1.1119	2.2238	1.1119	1.1119	2.2238
	School Bonded Debt	-	-	-	-	-	-
	School Operating	8.8789	8.8789	17.7578	8.8789	8.8789	17.7578
ISD Education	ISD General Oper	0.1321	0.1322	0.2643	0.1321	0.1322	0.2643
	ISD Special Ed	1.4828	1.4828	2.9656	1.4828	1.4828	2.9656
	ISD Voc Ed	0.7413	0.7414	1.4827	0.7413	0.7414	1.4827
City	General Operating	12.3367	-	12.3367	10.7946	-	10.7946
	Street Maintenance	2.4674	-	2.4674	2.1590	-	2.1590
	Sinking Fund	-	-	-	-	-	-
	Public Safety	0.9922	-	0.9922	0.8682	-	0.8682
	2021 Street Reconstruction	3.5000	-	3.5000	3.0625	-	3.0625
	2021 Leaf Collection	0.5000	-	0.5000	0.4375	-	0.4375
	Library	0.9869	-	0.9869	0.8635	-	0.8635
	<b>Totals:</b>	<b>44.0181</b>	<b>15.8025</b>	<b>59.8206</b>	<b>40.8092</b>	<b>15.4206</b>	<b>56.2298</b>
<b>PRE Rates:</b>				42.0628			38.4720

Send to: Each taxing unit  
Certificate holders

Assessor Signature:

  
Kimberly A Thomas

Certification #: R-8206



## Assessing Officer Report for Obsolete Property Rehabilitation Exemption

Issued under authority of Public Act 146 of 2000, as amended. Filing is mandatory.

In accordance with the requirements of Section 14 of Public Act 146 of 2000, as amended, the local governmental unit (LGU) is required to furnish an annual report not later than October 15th, showing the project status, frozen taxable value, current taxable value, the number of jobs retained or created and the number of residents as of the preceding December 31st for property on the Obsolete Property Tax Roll.

Assessment as of December 31, 2020 for the 2021 Tax Year

**Due by October 15, 2021**

City / Twp / Vlg CODE*	302010
City / Twp / Vlg	City of Hillsdale
County	Hillsdale
Assessing Officer's Name	Kimberly A Thomas
Email Address	<a href="mailto:kthomas@cityofhillsdale.org">kthomas@cityofhillsdale.org</a>
Phone Number	(517) 437-6456

\*Townships responsible for certificates issued by a village should report the village certificates under the village code.

### School Districts

Enter this reference number  
on subsequent pages

Code	School District	
30020	Hillsdale Community	1
		2
		3
		4
		5

### School Summary

School District	Frozen Taxable Values	Current Taxable Values	Construction Jobs	Jobs Retained	Jobs Created	New Residents in Housing Units
Hillsdale Community	\$414,510	\$1,111,529	60	-	15	20
0	\$0	\$0	-	-	-	-
0	\$0	\$0	-	-	-	-
0	\$0	\$0	-	-	-	-
0	\$0	\$0	-	-	-	-
<b>Grand Total</b>	\$414,510	\$1,111,529	60	-	15	20

This report is to be emailed no later than October 15, 2021 to [PTE-Section@michigan.gov](mailto:PTE-Section@michigan.gov).

The email subject line must read: AOR OPRA, 2021, City of Hillsdale

For questions, contact the Property Tax Exemption Section at (517) 373-2408.

[Click Here For Property Tax Exemption Section Email](#)

[Click Here For Property Tax Exemption Section Website](#)



**City of Hillsdale  
Agenda Item Summary**

**Meeting Date:**           **October 18, 2021**

**Agenda Item:**           **Public Hearing**

**SUBJECT:**               **Confirmation of Final Special Assessment Rolls**  
                                  **21-01 Hillcrest Area**  
                                  **21-02 Riverdale Area**  
                                  **21-04 Williams Court Area**

**BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor with information provided by Kristin Bauer, City Engineer):**

Council received plans for proposed street improvements to be partially funded by special assessment at a meeting held March 15, 2021. An opportunity for all interested persons to be heard was given. At that time, Council adopted resolutions 3444 (SAD 21-01) and 3445 (21-02) establishing these two districts and directing the work to be completed.

A majority of the owners in the Williams Court Area petitioned Council for a similar project and Council approved establishment of SAD 21-04 by unanimous vote after a public hearing held on June 7, 2021. No resolution was adopted at that time. Hillsdale Municipal Code Chapter 2 Article V Division 3 Section 2-334 requires that Council make such determination by resolution.

The City Engineer tallied the final costs of the projects and forwarded them to the Assessor for certification of the final assessments to be confirmed by Council. The breakdown for each district based on the final total costs are as follows:

<b>District</b>	<b>Total Cost</b>	<b>50%</b>	<b># of Parcels</b>	<b>Per Parcel Share</b>
21-01	\$ 404,372.66	\$ 202,186.33	64	\$ 3,159.16
21-02	\$ 106,453.38	\$ 53,226.69	10	\$ 5,322.67
21-04	\$ 165,491.02	\$ 82,745.51	21	\$ 3,940.26

City policy for street improvement special assessments presented to Council February 15, 2021 splits the total cost of the project 50/50 between the City and the adjacent property owners, and limits the per parcel special assessment to no more than \$5,000. [HMC Sec 2-335](#) further limits the per parcel special assessment amount to no more than 25% of the value of the parcel as assessed on the most recent tax roll.

The proposed final special assessment rolls and Assessor Certification are attached hereto. For district 21-01, two (2) parcels had additional work beyond the scope of the project, thus increasing their assessments. The total per parcel share for district 21-02 exceeded \$5,000, so all parcels in that district were assessed at the \$5,000 rate. In district 21-04, 2 parcels had their assessments reduced due to the assessed amount being higher than 25% of the true cash value of the property.

A public hearing is required by Michigan statute to allow property owners and other parties in interest an opportunity to protest all or part of their assessment. Protest to Council (in person, by an authorized representative, or in writing) is required for any property owner wishing to file an appeal of their special assessment with the Michigan Tax Tribunal.

**RECOMMENDATION – for each district:**

1. Hold the scheduled public hearing to hear objections and comments from property owners and other parties in interest.
2. At the close of the hearing, Council may:
  - a. Adopt the attached resolution confirming the roll as presented and certified by the Assessor;
  - b. Make specific corrections or amendments to the roll, and confirm the roll as amended;
  - c. Recommend specific changes and refer the roll back to the Assessor for revision; or
  - d. Annul the roll and direct a new assessment by the Assessor (requiring another public hearing).
3. Upon confirmation, direct the Assessor to prepare and mail the confirmed Special Assessment notice, with the total assessment being payable without interest within 60 days of confirmation of the roll.

**MCL 211.746 Statement of right to file written appeal.** Sec. 6. If a special assessment is made against property, the notice of the special assessment sent to the property owner or person responsible for payment of the ad valorem property taxes under the general property tax act, Act No. 206 of the Public Acts of 1893, being sections 211.1 to 211.157 of the Michigan Compiled Laws, shall include, in addition to any other requirements by statute or charter, a statement that the owner or any person having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

**City of Hillsdale**  
**Resolution # \_\_\_\_\_**

**A RESOLUTION TO CONFIRM THE FINAL SPECIAL ASSESSMENT ROLL FOR THE WILLIAMS COURT AREA SPECIAL ASSESSMENT DISTRICT (SAD #21-04)**

**Whereas**, the City Council of the City of Hillsdale created special assessment district 21-04, Williams Court Area, by council motion at a meeting held June 7, 2021, confirmed by resolution (3476) October 4, 2021; and

**Whereas**, the Council determined improvements within the City of Hillsdale to be necessary, said improvements to include repair or reconstruction of the street, curb and gutter, and other appurtenances, by motion June 7, 2021, confirmed by resolution (3476) at a meeting held October 4, 2021; and

**Whereas**, Hillsdale Municipal Code Section 2-335 limits “the whole amount to be levied by special assessment upon any lot or premises for any improvement” at no more than 25 percent of the value of such lot or land; and

**Whereas**, the Policy on Special Assessment Districts for Street Projects presented February 15, 2021 further limits the assessment amounts “not to exceed \$5,000 for one parcel;” and

**Whereas**, the final total cost of the Williams Court Area project as reported by the City Engineer was \$165,491.02; and

**Whereas**, the Assessor prepared and certified the special assessment roll based on the final total eligible project costs pursuant to the specifications contained within resolution (3476), subject to the limitations cited above; and

**Whereas**, the City Council of the City of Hillsdale received the roll and met to review said assessments, giving opportunity to be heard by all interested persons on October 18, 2021; and

**Whereas**, Council, having made a motion to approve the total amount to be defrayed as \$78,864.94, or 50% of the total cost subject to the specified per parcel limitations;

**Now therefore be it resolved**, that the City Council of the City of Hillsdale does hereby confirm the Special Assessment Roll for Special Assessment District 21-04, Williams Court Area, as presented.

Passed in open Council this 18<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Adam Stockford, Mayor

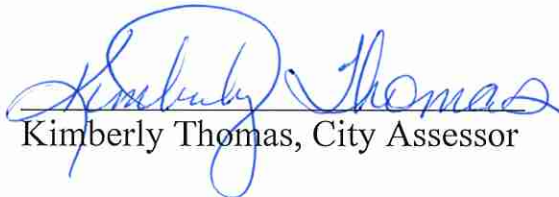
Attest: \_\_\_\_\_  
Katy Price, City Clerk

State of Michigan )  
County of Hillsdale ) ss

**To the Common Council of the City of Hillsdale:**

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made pursuant to resolution #3444 of the Council of the City adopted on **March 15, 2021** for the purpose of paying that part of the cost which the council decided should be paid and borne by special assessment for **street improvements in the Hillcrest Area, Special Assessment District #21-01**, that in making such assessment I have, as near as may be, and according to my best judgment, conformed in an all things to the directions contained in the Resolution of the Council herein referred to, and the Charter of the City relating to special assessment.

Dated: Sept. 22, 2021

  
Kimberly Thomas, City Assessor

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2021  
Population: Special Assessment District (2021-1)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST JAGGER, HAZEL L ESTATE 59 BARRY ST HILLSDALE MI 49242	30006-123-451-01	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
COM NW COR SW¼ SE¼ SEC 23 TH SLY ALG WLY LN THEREOF TO NLY LN ARBOR HEIGHTS SUB TH N82°22'E 422.6 FT TH S 67°22'E 122.5 FT TH S76°05'E 221 FT TH E 112 FT TO A PT 5 FT E OF NE COR LOT 1 SD SUB TH S TO A PT 200 FT N OF NW COR LOT 37 TH E 172.3 FT TH S 35 FT TH E 289.7 FT TO A PT 165 FT N & 33 FT E OF NE COR LOT 31 TH N TO NE COR SD SW¼ SE¼ SEC 23 TH W TO POB PT SW¼ SE¼ SEC 23 T6S R3W UNPLATTED FIRST WARD AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST DONIHUE, THOMAS M & TERESA M 141 HILLCREST DR HILLSDALE MI 49242	30006-123-453-02	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 40 ALSO LOTS 48 AND 49 EXC WLY 81.9 FT LOT 48 0.9A M/L ARBOR HTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST HADLOCK, BRANDON C & CHRISTINE B 139 HILLCREST DR HILLSDALE MI 49242	30006-123-453-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 41 AND WLY 81.9 FT LOT 48 0.69A M/L ARBOR HTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST BROWN, D KEITH & REBECCA A 143 HILLCREST DR HILLSDALE MI 49242	30006-123-453-05	397.68 0.00	0.00		397.68	3,976.76 0.00	3,976.76
LOT 39 0.35A+/- ARBOR HTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST LOCKWOOD, KATHLEEN A 145 HILLCREST DR HILLSDALE MI 49242	30006-123-453-06	404.19 0.00	0.00		404.19	4,041.94 0.00	4,041.94
LOT 38 0.34A M/L ARBOR HEIGHTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST LEUTHEUSER, ELEANOR F TRUST 135 HILLCREST DR HILLSDALE MI 49242	30006-123-453-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOTS 43-45 0.82A M/L ARBOR HTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST DOW, RACHAEL ANNE 137 HILLCREST DR HILLSDALE MI 49242	30006-123-453-09	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOTS 42 AND 47 0.76A M/L ARBOR HTS SEC 23 T6S R3W FIRST WARD							

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST SCHRAY, SUSAN R 126 HILLCREST DR HILLSDALE MI 49242	30006-123-455-02	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 11 ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST ANDALORO, LORI LYNN 128 ARBOR CT HILLSDALE MI 49242	30006-123-455-03	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 12 0.4A+/-	ARBOR HTS SEC 23 T6W R3W FIRST WARD						
2021-1 HILLCREST AREA ST SLOVACEK, ANDREW R 130 ARBOR CT HILLSDALE MI 49242	30006-123-455-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 13	ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1						
2021-1 HILLCREST AREA ST WALES, JORDAN J & KATHRYN E 132 ARBOR CT HILLSDALE MI 49242	30006-123-455-05	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 14	ALSO BEG 28.7 FT N6°12'50"E OF SW CR OUTLOT A TH CONT N6°12'50"E ALG E LN SD OUTLOT A TO SWLY CR LOT 14 TH N54°27'33"E 138.93 FT ALG SLY LN SD LOT 14 TO SLY MOST CR LOT 15 TH S63°16'06"E 66 FT ALG SLY LN LOT 16 FT TH SWLY TO POB LOT 14 & PRT OUTLOT A ARBOR HEIGHTS SUB SEC 23 T6S R3W FIRST WARD 11/15/2005 L1239 P576 LOT LINE BOUNDARY ADJUSTMENT FROM PARCEL 006-123-455-12 (RETAINED PARCEL NUMBER 006-123-455-05);						
2021-1 HILLCREST AREA ST HILGENDORE, ARTHUR J & GEORGEANN F 134 HILLCREST DR HILLSDALE MI 49242	30006-123-455-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 15	ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1						
2021-1 HILLCREST AREA ST SMITH, STEPHEN W & LAURA J 136 HILLCREST DR HILLSDALE MI 49242	30006-123-455-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 16	0.37A+/- ARBOR HEIGHTS SEC 23 T6S R3W FIRST WARD						
2021-1 HILLCREST AREA ST MOORE FAMILY REV TRUST 138 HILLCREST DR HILLSDALE MI 49242	30006-123-455-08	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 17	ALSO PT OUTLOT A BEG ON N LN SD OUTLOT A AT SW COR LOT 17 TH S19°57'34"W 22.22 FT ALG WLY LN SD LOT 17 EXT TH S83°29'02"E 49.80 FT TH N77°48'37"E 74.55 FT TO PT ON SD N LN OUTLOT A AT NW COR LOT 24 TH N84°37'33"W 115.27 FT ALG SD N LN TO POB LOT 17 & PT OUTLOT A ARBOR HEIGHTS SUB SEC 23 T6S R3W FIRST WARD						



Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST VEAR, CHARLES T & GLORIA H 140 HILLCREST DR HILLSDALE MI 49242	30006-123-455-09 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 18 0.3A+/- 2021-1 HILLCREST AREA ST POTOK, KENNETH J & DIANE M 142 HILLCREST DR HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-10 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 19 0.3A+/- 2021-1 HILLCREST AREA ST WILLIAMS, LULA M LIVING TRUST 144 HILLCREST DR HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-11 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 20 ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1 2021-1 HILLCREST AREA ST SNYDER, LEE & JEAN 305 RIVER ST HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-14 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 23 0.24A M/L 2021-1 HILLCREST AREA ST JACOBS, FRANCES L & SAWYER, FRED G 307 RIVER ST HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-15 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 22 0.22A M/L 2021-1 HILLCREST AREA ST MURNEN, KYLE J & COURTNEY E 146 HILLCREST DR HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-16 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 21 0.42A+/- 2021-1 HILLCREST AREA ST LINEBRINK, KAY & JACALYN 120 HILLCREST DR HILLSDALE MI 49242	ARBOR HTS SEC 23 T6S R3W FIRST WARD 30006-123-455-17 ARBOR HTS SEC 23 T6S R3W FIRST WARD	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 458-519 LOTS 9 & 10 ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1							

Sp. District Heading	Parcel # Owner	Principal Adm Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST SCHAUB, DALE W & SUSAN H 29 EM 902 GAINESVILLE TX 76240-6318	30006-123-455-18	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 24 AND OUTLOT A EXC BEG SW COR LOT 17 TH S19°57'34"W 22.22 FT ALG WLY LN LOT 17 EXT TH S83°29'02"E 49.80 FT TH N77°48'37"E 74.55 FT TO N LN SD OUTLOT A AT NW COR LOT 24 TH N84°37'33" W 115.27 FT ALG SD LN TO POB ALSO EXC BEG 28.7 FT N6°12'50"E OF SW CR OUTLOT A TH CONT N6°12'50"E ALG E LN SD OUTLOT A TO SWLY CR LOT 14 TH N54°27'33"E 138.93 FT ALG SLY LN SD LOT 14 TO SLY MOST CR LOT 15 TH S63°16'06"E 66 FT ALG SLY LN LOT 16 FT TH SWLY TO POB 1.14A M/L ARBOR HTS SEC 23 T6S R3W FIRST WARD SPLIT/COMBINED ON 10/25/2017 FROM 006-123-455-13, 006-123-455-12;							
2021-1 HILLCREST AREA ST BENZING, JOYCE L 311 RIVER ST HILLSDALE MI 49242	30006-123-457-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOTS 34 & 35 0.57A+/- ARBOR HEIGHTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST BABB-SELLERACK, CAROL A 401 N WOLCOTT ST HILLSDALE MI 49242	30006-123-457-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 32 ARBOR HEIGHTS ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST CONKLIN, MELISSA K 313 RIVER ST HILLSDALE MI 49242	30006-123-457-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 33 0.34A+/- ARBOR HEIGHTS SEC 23 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST TAMBLYN, GEORGE W & TERESEA 405 N WOLCOTT ST HILLSDALE MI 49242	30006-123-457-10	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
W-1 LOT 31 OF ARBOR HEIGHTS & ALSO BEGINNING AT THE NE COR LOT 31, OF ARBOR HEIGHTS TH N 165 FT TH W 136.7 FT, TH S 165 FT TH E 136.7 FT TO THE POB PART OF W 1/2 SE 1/4 SEC 23, T6S R3W ARBOR HEIGHTS & UNPLATTED FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST GABERDIEL, DEANNA SONJA PALMS 2 CRESCENT CT HILLSDALE MI 49242	30006-123-457-11	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W-1 LOT 36 OF ARBOR HEIGHTS; ALSO COM AF NE COR LOT 36 OF SD PLAT, TH RUNG N 165 FT TH W 120 FT TH S 165 FT TH E 120 FT TO POB ARBOR HEIGHTS & UNPLATTED FIRST WARD. AS OF 12/31/2018 - WARD 1							

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2021  
Population: Special Assessment District (2021-1)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST TAYLOR, JOHN W 4 CRESCENT CT HILLSDALE MI 49242	30006-123-457-12	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W-1 LOT 37 OF ARBOR HEIGHTS & COM AT NW COR OF LOT 37, TH N 200 FT, TH E 172.3 FT, TH S 200 FT, TH W 172.3 FT TO THE POB. PART W 1/2 SE 1/4 UNPLATTED FIRST WARD AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST WILLOUGHBY, CHRISTIAN 402 N WOLCOTT ST HILLSDALE MI 49242	30006-123-476-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 COM 33 FT E & 146.5 FT N OF SW COR OF SE 1/4 SE 1/4 SEC 23. TH N 82 FT, E 200 FT, S 82 FT, TH W 200 FT TO POB. UNPLATTED SEC 23 T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST DYE, DAVID & TERESA 400 N WOLCOTT ST HILLSDALE MI 49242	30006-123-476-05	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 COM 33 FT E & 63.5 FT N OF SW COR SE 1/4 SE 1/4 SEC 23. TH N 83 FT E 200 FT S 83 FT TH W 200 FT TO POB. UNPLATTED FIRST WARD SEC 23 T6S R3W. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST CURTIS, RICHARD R & ROBIN KNOX 404 N WOLCOTT ST HILLSDALE MI 49242	30006-123-476-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
COM SW COR SE 1/4 SEC 23 TH E 33 FT TH N 228.5 FT FOR POB TH N 175 FT TH E TO WATERS EDGE BARBER LAKE (F/K/A CREEK BED) TH SLY ALG SD WATERS EDGE TO FT DUE E OF POB TH W TO POB ALSO EASMNT BEG NW COR ABOVE DESC TH N 20 FT TH E 125 TH S 20 FT TH W TO POB 3A+/- UNPLATTED SEC 23 T6S R3W FIRST WARD 3/9/1999 SPLIT/COMBINATION OUT OF PARCEL 006-123-476-06 INTO 006-123-476-06, 006-123-476-10; AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST SAWYER, THEODORE 4560 JULIE CT HILLSDALE MI 49242	30006-123-476-10	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
COM AT A PT 228.5 FT N OF SW CR SE/4 SE/4 SEC 23 TH E 790 FT TO EMERY CREEK, TH NWLY ON WATER EDGE TO N/S 1/8 IN TH S ON SD LN TO POB EXC A STRIP 33 FT E & W BY 350 FT M/L OF SW CR FOR ST, ALSO EXC COM AT A PT 33 FT E & 228.5 FT N OF SW CR ODF SE/4 SE/4 SEC 23, TH N 175 FT, TH E TO WATERS EDGE, TH SLY ALG WATERS EDGE TO A PT DUE E OF POB THE W TO POB, TOG W/ ESMNT 20 FT N&S BY 125 E&W 3/9/1999 SPLIT/COMBINATION OUT OF PARCEL 006-123-476-06 INTO 006-123-476-06, 006-123-476-10; AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST BEIER, BENJAMIN V & EMILY M 294 RIVER ST HILLSDALE MI 49242	30006-126-204-03	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 24 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST STEPHENSON FAMILY REV LVG TRUST 296 RIVER ST HILLSDALE MI 49242	30006-126-204-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 23 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST BRUNS, JACOB A & CHRISTINA L 114 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-204-05	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 25 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST CUMMINGS, SHIRLEY 116 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-204-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 26 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST KEIBER, ERIC 118 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-204-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 27 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST FLYNN, MICHAEL P & DENISE C 120 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-204-09	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 27 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
LOT 21 0.25A+/- SUPERVISORS PLAT OF ORCHARD RIDGE HILLCREST AREA ST BENNETT, BRIAN 122 ORCHARD RIDGE PKWY HILLSDALE MI 49242		SEC 26 T6S R3W 315.92 0.00	0.00	FIRST WARD	315.92	3,159.16 0.00	3,159.16
. W1 LOT 22 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST HEARD, MARY ANN 104 LUMBARD ST HILLSDALE MI 49242	30006-126-204-11	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 16 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				
2021-1 HILLCREST AREA ST GRIPMAN, GLORIA 102 LUMBARD ST HILLSDALE MI 49242	30006-126-204-12	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 17 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.			AS OF 12/31/2018 - WARD 1				

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST HILLBRAND, CARROLL A & ROSEMARY 11020 ELDORA AVE SUNLAND CA 91040-2005	30006-126-204-16	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 18 & E 26 FT 4 IN LOT 19 AS OF 12/31/2018 - WARD 1	0.26A+/- SUPERS PLAT ORCHARD RIDGE	SEC 26 T6S R3W	FIRST WARD				
2021-1 HILLCREST AREA ST MACY, ERIC L & JONNA R 302 RIVER ST HILLSDALE MI 49242	30006-126-205-01	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 25 EXC E 3.75 FT	0.26A M/L ARBOR HEIGHTS	SEC 26 T6S R3W	FIRST WARD				
2021-1 HILLCREST AREA ST MORIARTY, JOHN E & SOPHIA 308 CANTERBURY RD HAVERTOWN PA 19083	30006-126-205-02	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
E 3.75 FT LOT 25 AND W 66.25 FT LOT 26	0.26A M/L ARBOR HEIGHTS	SEC 26 T6S R3W	FIRST WARD				
2021-1 HILLCREST AREA ST STEVENS, HEATHER 308 RIVER ST HILLSDALE MI 49242	30006-126-205-03	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
E 7.5 FT LOT 26 AND ALL LOT 27	0.3A M/L ARBOR HEIGHTS	SEC 26 T6S R3W	FIRST WARD				
2021-1 HILLCREST AREA ST PHILLIPS, MICHAEL F & JACQUELINE J 117 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-205-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 13 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.	AS OF 12/31/2018 - WARD 1						
2021-1 HILLCREST AREA ST MILLER, WARREN & DAWN 119 ORCHARD RIDGE PKWY HILLSDALE MI 49242	30006-126-205-05	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 14 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.	AS OF 12/31/2018 - WARD 1						
2021-1 HILLCREST AREA ST WIEGAND, ANDREW & CAITLIN D 108 LUMBARD ST HILLSDALE MI 49242	30006-126-205-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 12 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.	AS OF 12/31/2018 - WARD 1						
2021-1 HILLCREST AREA ST KINGSLEY, BRADLEY G 106 LUMBARD ST HILLSDALE MI 49242	30006-126-205-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 15 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD.	AS OF 12/31/2018 - WARD 1						

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST PORTER, KEITH W & JEAN A TRUST 312 RIVER ST HILLSDALE MI 49242	30006-126-206-01	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 28 0.33A+/- ARBOR HEIGHTS SEC 26 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST MORRISON, MATTHEW 316 RIVER ST HILLSDALE MI 49242	30006-126-206-02	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 29 0.33A+/- ARBOR HEIGHTS SEC 26 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST PAWLOSKI, DEREKSON 320 RIVER ST HILLSDALE MI 49242	30006-126-206-03	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 30 0.33A+/- ARBOR HEIGHTS SEC 26 T6S R3W FIRST WARD							
2021-1 HILLCREST AREA ST SLOANE, CHARLES L JR 109 LUMBERD ST HILLSDALE MI 49242	30006-126-206-04	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 11 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST MARTIN, DAVID 107 LUMBERD ST HILLSDALE MI 49242	30006-126-206-05	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 10 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST DRAPER, MARK E & JILL A 105 LUMBERD ST HILLSDALE MI 49242	30006-126-206-06	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 9, ORCHARD RIDGE SUB & COM AT SW COR LOT 2, RNG TH W 42 FT TO NE COR LOT 9, TH S'LY ALG E'LY LN LOT 9 76.4 FT, TH E 42 FT, TH N 76.4 FT TO POB SUPER'S PLAT OF ORCHARD RIDGE SEC 26 6-3 FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST JONES, CAROLEEN A 103 LUMBERD ST HILLSDALE MI 49242	30006-126-206-07	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 8 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST ANDERSON, FRANCES M 101 LUMBERD ST HILLSDALE MI 49242	30006-126-206-08	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LOT 7 SUPER'S PLAT OF ORCHARD RIDGE SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-1 HILLCREST AREA ST PARKER, MARK D & MIRANDA M 18 RIPON AVE HILLSDALE MI 49242	30006-126-206-09	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 6 0.2A+/- 12/31/2018 - WARD 1	SUPERVISORS PLAT OF ORCHARD RIDGE SEC 26 T6S R3W FIRST WARD AS OF						
2021-1 HILLCREST AREA ST VAN DYKE, LINSEY MARIE 320 RIVER ST HILLSDALE MI 49242	30006-126-206-11	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
LOT 1 & N 45 FT LOT 2 AS OF 12/31/2018 - WARD 1	0.38A+/- SUPERVISORS PLAT ORCHARD RIDGE SEC 26 T6S R3W FIRST WARD						
2021-1 HILLCREST AREA ST BARNETT, TERRY L & ANNETTE M 309 N WOLCOTT ST HILLSDALE MI 49242	30006-126-206-12	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W-1 THE S 35 FT OF LOT 2 & N 76.4 FT LOT 3 EXC PCL TO PETT COM AT SW COR LOT 2 RING TH W 42 FT TO NE COR LOT 9, TH S'LY ALG R'LY LN OF LOT 9, 76.4 FT, TH E 42 FT THN 76.4 FT TO POB SUPER'S PLAT OF ORCHARDRIDGE FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST MORRIS, DAVID & ERICA JOINT TRUST 396 N WOLCOTT ST HILLSDALE MI 49242	30006-126-226-01	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 L272-508 PAR OF LAND IN NE 1/4 OF SEC 26, DESC AS FOL; COM ON E LINE OF WOLCOTT ST 688 FT N & 33 FT E OF INT OF WOLCOTT & STATE STS ACC TO PLAT OF CLOVERHILL ADD. TH N 125 FT, E 200 FT, S 125 FT, W 200 FT TO POB UNPLATED, SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST PAWLOSKI, TAYLOR 392 N WOLCOTT ST HILLSDALE MI 49242	30006-126-226-02	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 PAR OF LAND IN NE 1/4 NE 1/4 OF SEC 26, DESC AS FOL; COM ON E LINE OF WOLCOTT ST 533 FT N & 33 FT E OF INT OF WOLCOTT & STATE STS, ACC TO PLAT OF CLOVERHILL ADD. TH N 125 FT, E 200 FT, S 125 FT, W 200 FT TO POB UNPLATED, SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							
2021-1 HILLCREST AREA ST SCOTT, EDWIN & MARGARET 310 N WOLCOTT ST HILLSDALE MI 49242	30006-126-226-03	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
. W1 LAND IN NE 1/4 NE 1/4 SEC 26, DESC AS FOL; COM ON E LINE OF WOLCOTT ST 378 FT N & 33 FT E OF INT OF WOLCOTT & STATE STS, ACC TO PLAT OF CLOVERHILL ADD. TH N 155 FT, TH E 200 FT, TH S 155 FT, TH W 200 FT TO POB, UNPLATED SEC 26, T6S R3W FIRST WARD. AS OF 12/31/2018 - WARD 1							

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2021  
Population: Special Assessment District (2021-1)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Cert Fee	Total Instalment	Prin Bal Payoff Int	Total Payoff
2021-1	30006-126-226-16 HILLCREST AREA ST RYAN, TODD H 394 N WOLCOTT ST HILLSDALE MI 49242	315.92 0.00	0.00		315.92	3,159.16 0.00	3,159.16
	COM 440 FT M/L W OF NE COR SEC 26 TH W 628 FT M/L TH S 71 FT TH W 200 FT TH S 30 FT TH E 200 FT TH S 371 FT TH E 60.06 FT TH S 90 FT TH N81°30'E 160 FT TO N LN STATE ST TH E ALG SD LN 88.67 FT TH N13°W 198.1 FT TH N79°E 204 FT TH AT R/A 75.85 FT TO W LN BARBER LK TH ALG SD LN TO POB ALSO COM 420 FT W OF NE COR SEC 26 TH W 620 FT M/L TH N 225 FT M/L TH E 500 FT M/L TO W LN BARBER LK TH S ALG SD LN TO POB EXC COM ON N LN STATE ST 80°32'00"E 423.59 FT FROM INT N LN STATE ST AND E LN WOLCOTT ST TH N 120 FT FOR POB TH S 120 FT TH N79°34'00"E ALG N LN STATE ST 88.67 FT TH N10°24'30"W TO PT N80°32'E OF POB TH S80°32'W TO POB 9.9A+/- UNPLATTED SEC 23 AND 26 T6S R3W FIRST WARD	20,388.91 0.00	0.00		20,388.91	203,886.62 0.00	203,886.62
	Total Parcels: 64						



SAMPLE

Amortization Table  
Special Assessment: 2021-1 HILLCREST AREA STREET IMP. Year Started: 2021  
Info for *Standard Parcel* Declining Balance Method  
Current Principal: 3,159.16, APR Interest: 6.0000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2021	315.92	0.00	315.92	2,843.24
2022	486.51	170.59	315.92	2,527.32
2023	467.56	151.64	315.92	2,211.40
2024	448.60	132.68	315.92	1,895.48
2025	429.65	113.73	315.92	1,579.56
2026	410.69	94.77	315.92	1,263.64
2027	391.74	75.82	315.92	947.72
2028	372.78	56.86	315.92	631.80
2029	353.83	37.91	315.92	315.88
2030	334.83	18.95	315.88	0.00
	4,012.11	852.95	3,159.16	

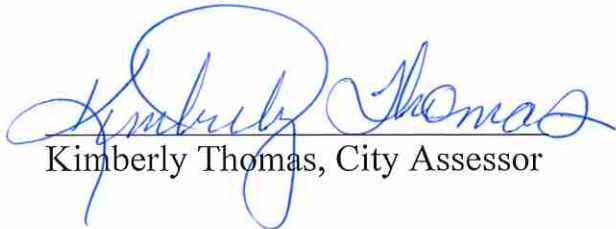
\*\* THIS AMORTIZATION TABLE DISPLAYS A SCHEDULE OF PAYMENTS BASED ON THE NUMBER OF YEARS,  
\*\* STARTING YEAR, AND INTEREST RATE OF SPECIAL ASSESSMENT DISTRICT 2021-1 (HILLCREST AREA STREET IMP).  
\*\* IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

State of Michigan )  
County of Hillsdale ) ss

**To the Common Council of the City of Hillsdale:**

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made pursuant to resolution #3445 of the Council of the City adopted on **March 15, 2021** for the purpose of paying that part of the cost which the council decided should be paid and borne by special assessment for **street improvements in the Riverdale Area, Special Assessment District #21-02**, that in making such assessment I have, as near as may be, and according to my best judgment, conformed in an all things to the directions contained in the Resolution of the Council herein referred to, and the Charter of the City relating to special assessment.

Dated: Sept. 22, 2021

  
Kimberly Thomas, City Assessor

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-2 RIVERDALE AREA ST POSTLE, SUSAN K 85 ARBOR VIEW CT HILLSDALE MI 49242	30006-126-129-28	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOT 9 RIVERDALE LN SD LOT 70 TH S 396 FT TH NELY TO A PT ON E LN LOT 71 335.44 FT S OF POB TH N 335.44 FT TO POB EXC COM NW COR LOT 9 RIVERDALE AKA N¼ COR SEC 26 TH S00°30'48"W 301.52 FT ALG W LN SD LOT 9 & N-S¼ LN TO CENLN ARBOR VIEW CT FOR POB TH CONT S00°30'48"W 33.96 FT ALG SD N-S¼ LN TO S LN SD ARBOR VIEW CT TH S76°58'00"W ALG S LN SD ARBOR VIEW CT EXT 101.64 FT TH N00°30'48"E 33.96 FT TO CENLN SD ARBOR VIEW CT EXT TH N76°58'00"E 101.64 FT ALG SD CENLN EXT TO POB RIVERDALE & FOWLERS ADDN SEC 26 T6S R3W FIRST WARD 12/28/2016 PARCEL BOUNDARY LINE ADJ TO 006-126-129-16;							
2021-2 RIVERDALE AREA ST KIRSCH, SCOTT W & SALLY C 91 ARBOR VIEW CT HILLSDALE MI 49242	30006-126-201-02	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOT 10 AND W 25 FT LOT 11 0.56A M/L RIVERDALE SEC 26 T6S R3W FIRST WARD							
2021-2 RIVERDALE AREA ST LAYCOCK, DOUGLAS & BARBARA BUSHEY 95 ARBOR VIEW CT HILLSDALE MI 49242	30006-126-201-04	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
. W1 LOT 11 EXC W 25 FT THEREOF, ALSO LOT 12 RIVERDALE SUB. FIRST WARD AS OF 12/31/2018 - WARD 1							
2021-2 RIVERDALE AREA ST RORICK, NICHOLAS K & ELIZABETH A 2904 BLACK GOOSE BLVD FORT WAYNE IN 46814	30006-126-202-04	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOT 5 0.27A+/- RIVERDALE SEC 26 T6S R3W FIRST WARD							
2021-2 RIVERDALE AREA ST GREINER, RANDALL 91 STATE ST HILLSDALE MI 49242	30006-126-202-06	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
. W1 LOT 3 RIVERDALE. AS OF 12/31/2018 - WARD 1							
2021-2 RIVERDALE AREA ST MOYER, JOHN O 740 LAKE FOREST DR SE PINEHURST NC 28374	30006-126-202-07	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
. W-1 LOTS 6 & 7 RIVERDALE ADDN, ALSO S/2 OF FOL DESC: BEG AT INT OF N-S 1/4 LN SEC 26 WITH C L OF ARBOR VIEW CT, RING TH S 150 FT W 99 FT, TH N TO C L OF SD ARBOR VIEW CT, TH NE'LY TO POB. BEING A PT OF LOT 71 & 72 BLK I FOWLER'S ADDN FIRST WARD. AS OF 12/31/2018 - WARD 1							

Roll for Year 2021  
Population: Special Assessment District (2021-2)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-2 RIVERDALE AREA ST SALVATION ARMY 160 E BACON ST HILLSDALE MI 49242	30006-126-202-08	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOT 8 RIVERDALE ALSO N $\frac{1}{4}$ FOL DESC: BEG INT OF N-S 1/4 LN SEC 26 WITH CENLN ARBOR VIEW CT TH S 150 FT TH W 99 FT TH N TO CENLN SD ARBOR VIEW CT EXT TH NELY TO POB INCL A PARCEL DESC AS COM NW COR LOT 9 RIVERDALE AKA N $\frac{1}{4}$ COR SEC 26 TH S00°30'48"W 301.52 FT ALG W LN SD LOT 9 & N-S $\frac{1}{4}$ LN TO CENLN ARBOR VIEW CT FOR POB TH CONT S00°30'48"W 33.96 FT ALG SD N-S $\frac{1}{4}$ LN TO S LN SD ARBOR VIEW CT TH S76°58'00"W ALG S LN SD ARBOR VIEW CT EXT 101.64 FT TH N00°30'48"E 33.96 FT TO CENLN SD ARBOR VIEW CT EXT TH N76°58'00"E 101.64 FT ALG SD CENLN EXT TO POB PRT LOTS 71 & 72 BLK I FOWLERS ADDN 0.41A+/- SEC 26 T6S R3W FIRST WARD 12/28/2016 PARCEL BOUNDARY ADJ FROM 006-126-129-28; SPLIT/COMBINED ON 10/05/2020 FROM 006-126-202-01, 006-126-129-16;	30006-126-203-01 RIVERDALE AREA ST YOST, CHARLES C 100 ARBOR VIEW CT HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOTS 13-14	0.33A+/- RIVERDALE SEC 26 T6S R3W FIRST WARD						
2021-2 RIVERDALE AREA ST SERVOLD, RYAN & MARIA 105 RIVERDALE HILLSDALE MI 49242	30006-126-203-02	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
LOT 15	0.28A M/L RIVERDALE SEC 26 T6S R3W FIRST WARD						
2021-2 RIVERDALE AREA ST JC HILLSDALE PROPERTY LLC PO BOX 174 HILLSDALE MI 49242	30006-126-203-03	500.00 0.00	0.00		500.00	5,000.00 0.00	5,000.00
. W1 LOT 16 RIVERDALE.	AS OF 12/31/2018 - WARD 1						
Total Parcels: 10		5,000.00 0.00	0.00		5,000.00	50,000.00 0.00	50,000.00

Amortization Table  
 Special Assessment: 2021-2 RIVERDALE AREA STREET IMP. Year Started: 2021  
 Info for Declining Balance Method  
 Current Principal: 5,000.00, APR Interest: 6.0000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2021	500.00	0.00	500.00	4,500.00
2022	770.00	270.00	500.00	4,000.00
2023	740.00	240.00	500.00	3,500.00
2024	710.00	210.00	500.00	3,000.00
2025	680.00	180.00	500.00	2,500.00
2026	650.00	150.00	500.00	2,000.00
2027	620.00	120.00	500.00	1,500.00
2028	590.00	90.00	500.00	1,000.00
2029	560.00	60.00	500.00	500.00
2030	530.00	30.00	500.00	0.00
	6,350.00	1,350.00	5,000.00	

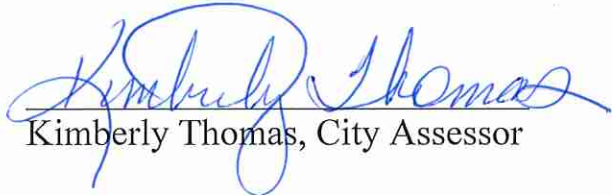
\*\* THIS AMORTIZATION TABLE DISPLAYS A SCHEDULE OF PAYMENTS BASED ON THE NUMBER OF YEARS,  
 \*\* STARTING YEAR, AND INTEREST RATE OF SPECIAL ASSESSMENT DISTRICT 2021-2 (RIVERDALE AREA STREET IMP).  
 \*\* IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

State of Michigan )  
County of Hillsdale ) ss

**To the Common Council of the City of Hillsdale:**

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made pursuant to **Unanimous approval of the motion to move forward with establishing the district** of the Council of the City adopted on **June 7, 2021** for the purpose of paying that part of the cost which the council decided should be paid and borne by special assessment for **street improvements in the Williams Court Area, Special Assessment District #21-04**, that in making such assessment I have, as near as may be, and according to my best judgment, conformed in an all things to the directions contained in the **Motion** of the Council herein referred to, and the Charter of the City relating to special assessment.

Dated: Sept. 22 2021

  
Kimberly Thomas, City Assessor

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-4 WILLIAMS CT STREE CHASE, JOHN M JR REV TRUST PO BOX 456 GROSSE POINTE MI 48236	30006-123-151-03	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
COM W¼ COR SEC 23 (INT C/L MECHANIC AND HILLSDALE STS) TH N00°7'50"E ALG SD C/L HILLSDALE ST 714.75 FT FOR POB TH CONT N 99.75 FT TH E 212.78 FT TH S 99.75 FT TH W 213 FT TO POB 0.49A M/L WLY 33 FT THEREOF HILLSDALE ST R/W UNPLATTED SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE HILLSDALE COLLEGE 33 E COLLEGE ST HILLSDALE MI 49242	30006-123-151-04	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 1 0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE JEFFREY, DOUGLAS A & THERESE GAIL 109 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-07	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 4 0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE LUNDY, LARRY F & CAROLYN S 113 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-08	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 5 0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE ELLIS, ARDIS M 115 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-09	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 6 0.21A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE QUIGLEY, ELIZABETH A 117 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-10	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 7 0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE SIMON, THOMAS 119 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-11	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 8 0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							
2021-4 WILLIAMS CT STREE HILLSDALE COLLEGE 33 E COLLEGE ST HILLSDALE MI 49242	30006-123-151-14	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 11 0.45A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD							

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2021  
Population: Special Assessment District (2021-4)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-4 WILLIAMS CT STREE ANDERSON, RAY V 121 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-17	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOTS 9 AND 10 SPLIT/COMBINED ON 06/13/2018 FROM 006-123-151-12, 006-123-151-13;	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE DAVIS, JOHN J & ALICIA E 107 WILLIAMS CT HILLSDALE MI 49242	30006-123-151-18	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOTS 2 AND 3 SPLIT/COMBINED ON 05/07/2021 FROM 006-123-151-15, 006-123-151-16;	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE HILLSDALE COLLEGE 33 E COLLEGE ST HILLSDALE MI 49242	30006-123-152-01	200.00 0.00	0.00		200.00	2,000.00 0.00	2,000.00
LOT 22 0.23A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE HILLSDALE COLLEGE 33 E COLLEGE ST HILLSDALE MI 49242	30006-123-152-02	200.00 0.00	0.00		200.00	2,000.00 0.00	2,000.00
LOT 21 0.23A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE HICKS, KEVIN J 104 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-03	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 20 0.23A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE KARABETSOS, ELIZABETH LEE 106 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-04	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 19 0.19A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE AEMISEGGER, MISTY 108 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-05	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 18 0.23A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE PRAYNE, ROSS MILLS & GENREVA LVG TR 110 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-06	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 17 0.22A M/L LONG MEADOW	SEC 23 T6S R3W FIRST WARD						



Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
2021-4 WILLIAMS CT STREE RIZNER, HOWARD J & BARBARA L TRUST 47 34TH ST HOLLAND MI 49423	30006-123-152-07 LONG MEADOW SEC 23 T6S R3W FIRST WARD	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 16	0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE MACKIE, CONSTANCE 6670 DENNINGS RD NORTH ADAMS MI 49262	30006-123-152-08 LONG MEADOW SEC 23 T6S R3W FIRST WARD	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 15	0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE HOLM, ANDREW E & MELISSA D 116 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-09 LONG MEADOW SEC 23 T6S R3W FIRST WARD	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 14	0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE MARCH, HAROLD & PATRICIA 118 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-10 LONG MEADOW SEC 23 T6S R3W FIRST WARD	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 13	0.22A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD						
2021-4 WILLIAMS CT STREE WARRING, HELEN 120 WILLIAMS CT HILLSDALE MI 49242	30006-123-152-11 LONG MEADOW SEC 23 T6S R3W FIRST WARD	394.03 0.00	0.00		394.03	3,940.26 0.00	3,940.26
LOT 12	0.29A M/L LONG MEADOW SEC 23 T6S R3W FIRST WARD						
Total Parcels: 21		7,886.57 0.00	0.00		7,886.57	78,864.94 0.00	78,864.94

Amortization Table  
 Special Assessment: 2021-4 WILLIAMS CT STREET IMPROV. Year Started: 2021  
 Info for: Declining Balance Method  
 Current Principal: 3,940.26, APR Interest: 6.0000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2021	394.03	0.00	394.03	3,546.23
2022	606.80	212.77	394.03	3,152.20
2023	583.16	189.13	394.03	2,758.17
2024	559.52	165.49	394.03	2,364.14
2025	535.88	141.85	394.03	1,970.11
2026	512.24	118.21	394.03	1,576.08
2027	488.59	94.56	394.03	1,182.05
2028	464.95	70.92	394.03	788.02
2029	441.31	47.28	394.03	393.99
2030	417.63	23.64	393.99	0.00
	5,004.11	1,063.85	3,940.26	

\*\* THIS AMORTIZATION TABLE DISPLAYS A SCHEDULE OF PAYMENTS BASED ON THE NUMBER OF YEARS,  
 \*\* STARTING YEAR, AND INTEREST RATE OF SPECIAL ASSESSMENT DISTRICT 2021-4 (WILLIAMS CT STREET IMPROV).  
 \*\* IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS



# City of Hillsdale Agenda Item Summary

**MEETING DATE:** October 18, 2021

**AGENDA ITEM #:** Old Business

**SUBJECT:** Amended Resolution and Letter of Agreement – 190 Uran Street – DuPont/DDP Specialty Electronic Materials US, LLC.

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

City Council has approved the resolution and letter of agreement for DuPont's [Industrial Facilities Tax Exemption Certificate](#). Since then DuPont has advised City staff that DDP Specialty Electronic Materials US is an LLC not an Inc. The resolution and letter of agreement have been amended.

**RECOMMENDATION:**

City staff recommend council approve the amended resolution for 12 years and letter of agreement as presented.

**INDUSTRIAL FACILITIES EXEMPTION (IFE) CERTIFICATE – LETTER OF**  
**AGREEMENT**  
P.A. 334 OF 1993

This Agreement between DDP Specialty Electronic Materials US, LLC (d/b/a DuPont) (the Company) and the City of Hillsdale (Hillsdale) is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of the IFE requested by the Company's application received by the City Clerk August 11, 2021, and as amended on October 13, 2021, the Company understands that through its investment of \$1,017,786.00 in real property improvements, and the City of Hillsdale by its investment of the IFE, are mutually investing in and benefitting from this economic development project, and, furthermore, agree to the following:

1. The number of new jobs created or existing jobs retained by the Company will be no fewer than the number set forth in the application.
2. The Company will accomplish the creation and/or retention of such jobs through the construction and/or expansion project described in the Application.
3. The Company will pay all taxes on taxable personal or real property to which the IFE is applicable when and as due (which shall not be construed as a limitation or prohibition on the Company filing an appropriate challenge, claim or appeal as it relates to assessed value, taxable value, method of valuation, classification or any other matter as may be provided for under Michigan law).
4. The Company will provide Hillsdale with written reports verifying that the terms of the agreement have been and continue to be met until expiration of the Certificate. The report shall contain the following information:
  - a. In the first year following issuance of the certificate, if any existing jobs were identified on the application, the nature, number and extent, including pay rates and benefits of the existing jobs as of the date of application.
  - b. Upon completion of the project, the actual cost of the project. If the actual project costs differ substantially from the project costs represented or projected in the application, a statement detailing and explaining the divergence and setting forth the reasons and cash amount thereof. [NOTE: FOR PURPOSES OF THIS SUBSECTION "DIFFER SUBSTANTIALLY" SHALL MEAN A DIVERGENCE OF 10% OR MORE.]
  - c. Annually by January 31 of each year for which the Certificate remains in effect, the nature, number and extent, including pay rates and benefits, of existing jobs as of December 31 of the prior year. If the projection for the creation and/or retention of jobs was not reached, a detailed statement of the shortfall or failure and the reasons for such shortfall or failure shall be included.

5. Each of the parties to this agreement acknowledge that certain economic conditions beyond the control of the Company might impair the Company's ability to meet or maintain its promised increased employment levels within the Company's Hillsdale facility and/or the maintenance of its present employment levels in said facility, or its ability to meet its other promises and covenants to Hillsdale under this Agreement.
  - a. In the event such conditions exist at the time of any reports required to be provided by the Company to Hillsdale pursuant to this Agreement, the Company shall provide detailed information and documentation of the circumstances claimed to account for any default in or other failure to meet any of its promises or covenants to Hillsdale under this Agreement.
  - b. After receipt of such information, Hillsdale shall notify the Company in writing as to whether Hillsdale intends to find the Company in default under this Agreement.
  - c. Upon receipt of written notice of any alleged default under this Agreement delivered to the Company in person or by certified mail, return receipt requested, at the address set forth above, Company shall have not less than thirty (30) days to cure the default.
6. As specific inducement to Hillsdale to grant the IFE and as part of the consideration therefore, the Company agrees to maintain the facility as identified in the Application for which the IFE is requested within the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, unless such industrial development district or plant rehabilitation district is expanded, in which case the facility, or any portion thereof, may be maintained within that expanded district. If the Company relocates the facility during the period the IFE is in effect to a location that is outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, the Company acknowledges and agrees that it shall be liable to and shall forthwith pay Hillsdale an amount that is equal to the difference between the industrial facilities tax to be paid by the Company for the tax years remaining under the IFE that is in effect and the general ad valorem property tax that the Company would have paid if the Company did not have the IFE in effect for those years; provided, however, that the Company shall only be liable for payment of taxes on personal property in those tax years that the ad valorem personal property tax is in effect in the State of Michigan; provided, further, that in the event of the Company's relocation of the facility outside of the industrial development district or plant rehabilitation district in which it is located at the time the IFE is granted, Hillsdale may forgive the Company's tax liability if Hillsdale determines that it is in its best interest to do so.
7. Should the Company default under this Agreement or fail to remain in operation in Hillsdale, Hillsdale may, but shall not be required to, request that the State Tax Commission revoke the remaining term of the IFE and seek to enforce all remedies at law that Hillsdale may have available to it.
  - a. In the event the State Tax Commission revokes the IFE prior to the IFE expiring, the Company agrees to reimburse Hillsdale and all affected taxing jurisdictions the full amount, if any, of the taxes, whether real or personal property in nature, that had been abated in the years of the term of the IFE during which the Company was in default of this Agreement, plus interest of 1% over the adjusted prime rate as determined by the Michigan Department of Treasury under MCL 205.737, section 37(4) of the Tax Tribunal Act PA 186 of 1973; to wit: After June 30, 2012, interest

shall accrue at 1 percentage point above the adjusted prime rate. As used in this section, "adjusted prime rate" means the average predominant prime rate quoted by not fewer than 3 commercial banks to large businesses, as determined by the Department of Treasury. The Company shall be liable for reimbursement of taxes on personal property only for those years that the ad valorem personal property tax is in effect in the State of Michigan.

- b. The transfer to another entity of the facility, or a portion thereof, alone shall not constitute failure to remain in operation under this Agreement so long as the transfer certificate transferring all or a portion of the IFE to the other entity is approved by Hillsdale and the State Tax Commission.
8. Hillsdale agrees to supply the Company at the Hillsdale location described in its application for an IFE during the term of such IFE with the full range of municipal services as are offered by it to its industrial citizens on such rates and terms as are then approved and declared effective by Hillsdale's City Council.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Witnessed by:

CITY OF HILLSDALE

\_\_\_\_\_

By: Adam Stockford, Mayor

\_\_\_\_\_

By: Katy Price, Clerk

STATE OF MICHIGAN     )  
  ) ss:  
County OF Hillsdale     )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021 before me a Notary Public within and for said County and State, personally appeared Adam Stockford, Mayor of the City of Hillsdale, and Katy Price, Clerk of the City of Hillsdale, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Commissioned and Acting in  
\_\_\_\_\_  
\_\_\_\_\_ County, Michigan  
My commission expires:

Witnessed by:

DDP SPECIALTY ELECTRONIC  
MATERIALS US, LLC

\_\_\_\_\_

\_\_\_\_\_

(signature)

By:

\_\_\_\_\_

(print name)

Its:

\_\_\_\_\_

(print title)

STATE OF MICHIGAN     )  
  ) ss:  
County of Hillsdale     )

On this \_\_\_\_ day of \_\_\_\_\_ 2021 before me a Notary Public within and for said County and State, personally came the above named \_\_\_\_\_ to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

\_\_\_\_\_

\_\_\_\_\_, Notary Public  
Commissioned and Acting in

\_\_\_\_\_ County,  
Michigan

My commission expires:



**CITY OF HILLSDALE, MICHIGAN  
RESOLUTION NO. \_\_\_\_\_**

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

Minutes of a regular meeting of the City Council of City of Hillsdale, held on October 18, 2021, at City Hall Council Chambers, 97 North Broad Street, in Hillsdale, Michigan, at 7:00 p.m.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_  
and supported by \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

be and the same is hereby approved.

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

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Hillsdale, County of Hillsdale, Michigan, at a regular meeting held on October 18, 2021.

\_\_\_\_\_  
Adam Stockford, Mayor

\_\_\_\_\_  
Katy Price, City Clerk

# City of Hillsdale

## Agenda Item Summary

**MEETING DATE:** October 18, 2021

**AGENDA ITEM #:** Old Business

**SUBJECT:** Local Union 876 International Brotherhood of Electrical Workers Union Contract

**BACKGROUND PROVIDED BY:** David Mackie, City Manager

On October 1<sup>st</sup> the Council approved the IBEW Local 876 union contract. After the approval a couple of items were identified as missed in the contract. The attached agreement is up to date and has been approved by the BPU Board and Local 876 members. The contract is for three-years. Items to note in the contract include:

- Annual raises for the three year contract:
  - Lineman 5%, 4.5%, 4.5%
  - Apprentice wages 65/70/75/80/85/90/95 of Lineman wages
  - Service Tech 2%, 2.5%, 3%
  - Groundman 4%, 3%, 3%
  - Water Operator 4%, 2.5%, 3%
- \$750 signing bonus
- PTO (Paid Time Off) for new hires versus separate vacation, sick and personal time of current employees
- Addition of Martin Luther King Day off as a holiday

**RECOMMENDATION:**

City Council review and approve the IBEW Local 876 union contract for the period of October 18, 2021 to June 30, 2024.

AGREEMENT BETWEEN  
THE CITY OF HILLSDALE, MICHIGAN  
AND  
LOCAL UNION #876  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS (IBEW)

(EFFECTIVE DATE: October 7, 2021)

(EXPIRATION DATE: JUNE 30, 2024)

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## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the 7th day of October, 2021 by and between the CITY OF HILLSDALE, MICHIGAN, BOARD OF PUBLIC UTILITIES, hereinafter referred to as the “City” and LOCAL UNION #876, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-CIO, hereinafter referred to as the “Union.”

### **ARTICLE I PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, benefits, hours, and working conditions which shall prevail for the duration of this Agreement; and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, the Union, and the citizens of Hillsdale, Michigan. Wherein this Agreement, it refers to masculine or feminine gender, it means both.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, to promote harmony, efficiency and the continuance of a proper level of services to the community, to the end that the City, the Union and the general public mutually benefit, the parties do hereby agree with each other as follows, to wit:

### **ARTICLE II RECOGNITION**

**Section 1. Recognition.** The City hereby recognizes the Union as the exclusive representative in collective bargaining with the City for the employees in the following unit (Case R90-D127 7/9/90, MLRD); all full-time and regular part-time employees employed by the City of Hillsdale, Michigan with the Board of Public Utilities in the Distribution Department. Excluded: the Deputy Directors, Office Clericals, Guards and other Supervisors as defined by the act and all other employees.

The employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units unless the performance of such work during regular working hours by non-bargaining unit employees would not displace members of the bargaining unit from their regular work or overtime pay, except in emergencies, provided that any non-bargaining unit employee so utilized shall be qualified to perform the necessary work.

**Section 2. City’s Rights.** Nothing in this Agreement shall be deemed to limit or curtail the City in any way in the exercise of its rights, powers and authority, which the City had prior to the date hereof, except as otherwise provided in this agreement.

**Section 3. Rules and Regulations.** The City shall have the right to make such reasonable rules and regulations not in conflict with the express terms of this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the Union and affected employees.

A Special Conference may be requested in writing by the Union, in the event of objection, within ten (10) working days of the date upon which such rule or regulation is promulgated. The City also agrees that it will not act in an arbitrary or capricious manner in exercising its rights, and bargaining unit employees shall be treated fairly and equally.

**Section 4. Use of Contractors.** The Union recognizes the right of the City to have work covered by this Agreement performed by contractors. The City will notify the Union when it decides to subcontract work covered by this agreement, provided that such notice need not be given in emergency situations. The work they do shall in no way cause an employee(s) covered by this agreement to be laid off, part-timed or demoted to a lower classification.

**Section 5. Temporary and Seasonal Employees.** The Union recognizes the right of the City to hire temporary or seasonal employees. It shall notify the Union prior to such hiring as to their purpose and length of time expected to be used. From time to time federally funded programs, college intern programs and the like are available, and since it is to the best interest of the City and Union to train such employees, such temporary employees will not be in the bargaining unit. However, at no time will this type of employment be used over ninety (90) days duration.

**Section 6. Nondiscrimination.** The parties of this Agreement will not discriminate against any individual because of his race, color, religion, sex, national origin or on any other basis as prohibited by law.

**Section 7. Union Activity During Working Hours.** The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. However, the duly authorized representative of the Union shall have access to the employees covered by this Agreement for business meetings during normal working hours, so long as no disruption of the work schedule occurs.

**Section 8. Union Representation.** The Union may appoint two Stewards, as it deems advisable. It shall designate one Chief Steward and one Alternate Chief Steward, of which the Union shall notify the City in writing.

**Section 9. Bargaining Committee.** The Bargaining Committee of the Union will include no more than two (2) employees, when negotiation meetings are held on work time; such employees will be paid by the City. It may also include non-employee representatives of Local Union 876 of the International Brotherhood of Electrical Workers.

**Section 10. Union Dues and Indemnity Provision.** During the term of this Agreement, the City agrees to assist the Union to collect union dues in accordance with the following:

- A. The City will provide the Union with the names of all new employees upon their initial hire with the City in a position covered by this Agreement. The Union will provide the City with signed dues deduction authorizations from its members and the City will deduct Union membership dues from the paycheck of employees covered by those Union dues deduction authorizations.

- B. All Union dues deduction authorizations filed with the City shall become effective the first (1st) full payroll period after receipt by the City. All dues so deducted shall be remitted to the Union at an address authorized for this purpose.
- C. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the City on account of the application of this Section 10.

**Section 11. Loyal and Efficient Service.** The Union agrees that its members who are employees of the City will individually and collectively perform loyal and efficient service, will protect the interests and property of the City, and cooperate with the City and its employees to this end. All employees and management representatives shall maintain an attitude conducive to good work in their relationships to each other and showing loyalty to the City.

### **ARTICLE III STRIKES AND LOCKOUTS**

**Section 1. Union Supported Strikes.** The Union agrees that, during the life of this agreement, neither the Union nor its agents will authorize, instigate, aid, or engage in work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same periods there will be no lockouts.

**Section 2. Unsanctioned Strikes.** Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or other concerted activity shall be terminated.

**Section 3. Picket Line.** It is understood that the employer shall not order a bargaining unit employee to cross a picket line where physical violence is present or imminent.

### **ARTICLE IV GRIEVANCE PROCEDURE**

**Section 1. Grievance.** Any dispute or grievance that may arise between the City and the Union or its members shall be taken up for settlement in the simplest and most direct manner. Except where by mutual consent another procedure is agreed upon in writing, such dispute and grievance matters shall be handled as follows:

First Step: It shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the local Union. Such grievance shall be presented to the employee's department head promptly but in no case later than ten (10) working days of knowledge of the occurrence giving rise to the grievance. Within five (5) working days after receiving the written grievance, the department head shall meet with the employee, the steward, or both for the purpose of discussing and attempting to resolve the grievance. Within three

(3) working days after the aforementioned meeting, the department head shall deliver a written response to the grievance to the employee and the steward.

Second Step: If the grievance is not resolved in Step 1, the aggrieved employee, the steward, or both, may present the written grievance, along with the department head's written response, to the Director, and shall notify the Director of their desire to proceed with the grievance. Such notification shall take place within five (5) working days following the receipt of the department head's written response in Step 1. Within five (5) working days after receiving such notification, the Director shall arrange to meet with the Union's representatives. Such meeting shall be held within fifteen (15) working days following the aforementioned meeting. The Director and City Manager shall deliver to the Union representative a written response to the grievance within five (5) working days thereafter.

Third Step: If the grievance is not resolved in Step 2, it shall be referred to arbitration upon the request of either the Union or the employer. Either party may demand arbitration by the Federal Mediation and Conciliation Service. The party first demanding arbitration shall give notice in writing to the other party of its desire to arbitration within ten (10) days of the Step 2 written decision. There shall be no strikes, lockouts, cessations of employment or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article shall result in forfeiture and abandonment of said grievance.

The arbitrator shall have no power to add to, subtract from or modify this Agreement, or to declare any provisions of this Agreement illegal.

**Section 2. Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step within the Grievance Procedure excluding Step 3 arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

**Section 3. Special Conferences.** Upon the request of the Union or City, the City Manager, Director and Union Business Agent or their designees may meet to discuss matters of mutual concern which are not grievances as defined in this agreement. If these differences of mutual concern cannot be settled in a special conference, then they may be submitted to the grievance procedures.

**Section 4. Definition of "Day(s)".** For purposes of this Article, "day(s)" shall not include Saturday, Sunday, or holidays recognized under this Agreement. Unless mutually agreed in writing, the time limits herein are of the essence and the parties must process the grievance within the time limits provided.

**Section 5. Grievance Settlement.** An agreement made between a supervisor and an employee in settlement of a grievance without the presence of a Union Steward shall not serve as precedent

for future grievances for or against either party. Settlements made at any other level may be only upon mutual agreement of the parties. A copy of any agreed upon settlement shall be furnished to the appropriate Union Steward, Business Manager, City Manager and Director.

**Section 6. Arbitrator Expenses.** Arbitrator's fees, costs and expenses shall be shared equally by the parties.

**Section 7. Arbitrator Selection.** The arbitrator shall be selected by each party alternatively striking one name from the list furnished by the Federal Mediation and Conciliation Service. The remaining name shall be the selected arbitrator. Either party may reject one list submitted by the Federal Mediation and Conciliation Service.

**Section 8. Arbitrator Decision.** The decision of the arbitrator final and binding on both parties, provided the arbitrator exceed his authority.

## **ARTICLE V** **DISCHARGE AND SUSPENSION**

### **Section 1. Disciplinary Action.**

#### VERBAL REPRIMAND:

A verbal statement by the supervisor to an employee, usually pointing out an unsatisfactory element of job performance, is intended to be corrective or cautionary. A verbal reprimand informally defines the area of needed improvement, sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions. This verbal statement will be documented in writing by the supervisor and sent to the Personnel Department for placement in the employees personnel file.

#### WRITTEN REPRIMAND:

A verbal reprimand is not a prerequisite to a written reprimand. This is the first level of formal discipline. The written reprimand is issued by the supervisor to the employee and a copy is sent to the Personnel Department for placement in employee's personnel file. The objective of the written reprimand is to:

- A. Apply constructive criticism.
- B. Record conduct for supervisory reference.
- C. Provide the employee with a record of failure in conducting himself in a satisfactory manner.
- D. Impose appropriate discipline.

No disciplinary action resulting in a written reprimand shall be considered in subsequent disciplinary action if, within the twenty-four (24) month period following the date of the written reprimand, the employee is not subject to any further disciplinary action involving the same or similar offense.

SUSPENSION:

- A. Disciplinary suspension without pay and without prior warning will be imposed when the seriousness of any individual offense indicates that such action is required.
- B. An employee's accumulated record may be cause for suspension.
- C. Generally, suspension will be of not less than three (3) working days. In instances where the severity of the offense appears to warrant discharge, the employee will be suspended pending a complete review of the facts and will be notified as soon as a decision is reached.

DISCHARGE:

- A. Discharge without prior disciplinary action of any kind will be imposed when the seriousness of any individual offense indicates that such action is required.
- B. Discharge may be imposed after repeated warning slips and one or more suspensions, and may also be imposed when the employee's total work record warrants such action.

**Section 2. Orientation, Temporary, Part-time.** The City reserves the right to suspend, discharge or otherwise discipline orientation, temporary and part-time employees without regard to any other terms of this agreement. Such actions shall not be subject to the grievance procedure contained in this Agreement.

**Section 3. Disciplinary Action/Procedure.** In any case where disciplinary action is taken by the employer, the following procedure shall generally be followed:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension, transfer or demotion not to exceed ninety (90) days
- D. Discharge

**Section 4. Immediate Suspension.** Notwithstanding the progressive disciplinary steps provided for in Section 2 of this Article the employer may proceed to impose immediate suspension or discharge, without regard for an employee's past work record in any case involving recklessness, willful and wanton misconduct, dishonesty, violence and/or moral turpitude.

**Section 5. Release of Information.** It is understood and agreed that, when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his authorization to the City and Union to reveal to the decision making participants in the Grievance Procedure, relevant information available to the City concerning the alleged offense, and such filing shall further constitute a release of the City and Union from any and all claims or liability by reason of such disclosure.

**Section 6. Reinstatement.** In the event that it is decided under the Grievance Procedure that an employee was suspended or discharged in violation of this Agreement, the City shall reinstate

such employee with full compensation, partial compensation or no compensation, as may be decided under the Grievance Procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less any compensation received by the employee during the period he or she was off work due to the suspension or discharge. If an employee is found to have been unjustly suspended or discharged his seniority right shall not be affected.

**Section 7. Employee's Time Sheets and Records.** The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other identified records of the employee relevant to a specific grievance, at reasonable times.

## **ARTICLE VI** **SENIORITY**

**Section 1. Bargaining Unit Seniority.** City wide seniority is hereby defined as the total length of service with the employer from the original date of hire without a break in service, and is used in determining retirement benefits, longevity and vacation. Bargaining unit seniority is hereby defined as the total length of service in a department represented by the Union and is used as a factor in connection with job bidding, promotion, transfer, layoff, recall and shift preference, as determined under this agreement's other provisions.

**Section 2. Orientation Period.** A new employee shall work under the provisions of this Agreement, but shall be employed on a one (1) year orientation period. The purpose of the orientation period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. Orientation employees will receive all City provided fringe benefits within 90 days, providing management has determined the employee meets the criteria as outlined above. During the orientation period, the new employee may be terminated without recourse and shall be considered an at-will employee. Upon completion of the orientation period, the name of the new employee will be added to the seniority list as of his official hire date.

**Section 3. Seniority List.** The City shall keep a list of the names of employees who have completed their orientation period in order of their seniority, both City wide and by department. The list shall be posted on the bulletin board and available for review by the employees in the bargaining unit. Seniority shall continue to accumulate during all approved leaves of absence, vacations, sick leaves and layoffs, except as hereinafter provided. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

**Section 4. Seniority Broken.** Seniority shall be broken only by discharge, not reversed by the grievance procedure, voluntary quit, retirement or failure to return to work after a leave of absence. Any employee on layoff will lose his seniority when the length of the layoff exceeds their length of service, or two years, whichever is less.

**Section 5. Termination of Seniority and Employment.** An employee's seniority and employment shall terminate for the following reasons:



- A. The employee resigns or quits.
- B. The employee is discharged or terminated.
- C. The employee retires.
- D. The employee is on a lay-off for a period of time equal to his length of continuous service with the Department, or for a period of two years whichever is shorter.
- E. The employee is absent from work for two (2) consecutive working days without prior notification to the City and without justification acceptable to the City Manager or Director.
- F. The employee fails to report for work when due, following any approved leave, absence or disciplinary suspension.
- G. The employee is on disability leave due to illness or injury and remains unable to perform his or her essential job functions for a period of one year, and said disability cannot be met with a reasonable accommodation which enables the employee to return to work and perform the essential functions of his or her job.

## ARTICLE VII LAY OFF AND RECALL

**Section 1. Reduction in Work Force.** When there is a reduction in the work force, the following procedure shall be followed; college intern, temporary, seasonal, part-time and orientation employees shall be laid off first in that order, then regular full-time employees based upon least seniority within the department, provided that management feels that the retained employees with seniority can perform the available work.

An employee shall be able to exercise his seniority throughout the department bargaining unit, regardless of pay scale; provided, however, management feels the employee has the reasonable ability and experience to perform the duties of any position into which he may “BUMP” without any break in or training period.

When the work force is to be increased after a layoff, employees shall be recalled by seniority within the department classification required; provided, however, management feels that such recalled employee(s) have reasonable ability and experience to perform the duties of the available position(s) without any break in or training period.

In the event of a layoff, an employee so laid off shall be given ten (10) working days’ notice of layoff and ten (10) days’ notice of recall to work. Such notice of recall shall be mailed to his last known address on record with the City by registered mail. In the event that the employee fails to make himself available for recall to work at the end of the ten (10) day period, he shall lose all rights under this Agreement.

**Section 2. Temporary Layoff.** It is agreed by the parties that if there is a temporary layoff of ninety (90) working days or less of bargaining unit employees, supervisory employees shall not be demoted into bargaining unit positions covered by this agreement.

**Section 3. Super Seniority.** The Chief Steward shall be granted super seniority for the purposes of layoff and rehire, provided he has the ability and qualifications.

**ARTICLE VIII**  
**CREATION OR ELIMINATION OF JOB CLASSIFICATIONS**

**Section 1. Creation or Elimination of Job Classifications.** When and if the City determines that it is necessary to create or eliminate a job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore and so advise the Union.

**Section 2. Disagreement with Rate of Pay.** If the Union believes that the proposed rate is inappropriate, the Union shall, within seven (7) calendar days after notification of the proposed wage rate, advise the City in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the wage rate to be paid for that classification. In the event that the Union does not request bargaining within the seven (7) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

**ARTICLE IX**  
**PROMOTIONS**

**Section 1. Job Postings.** When it is necessary to fill a new job classification or a vacancy in an existing job classification in the bargaining unit, the City shall post such opening on the bulletin board for a period of ten (10) working days. During such ten (10) day period, employees who have completed their orientation period may bid for such job or vacancy by presenting to the Director or his designated representative, a written and signed notification of their desire to be considered for the vacancy. The employer reserves the right to hire from outside, provided, however, that no bids from qualified employees in the bargaining unit are received. The determination of qualifications shall be established by the Director and the filling of any vacancy in the bargaining unit shall be by the Director.

**Section 2. Bidding Seniority.** If two (2) or more bidding employees who meet the requirements have the required abilities to relatively the same extent, the employee with the most seniority within the department will be awarded the job.

**Section 3. Orientation Period.** When such vacancy has been filled, the employee new to that position shall be on an orientation period in the new job for a period of ninety (90) days. During such period, an employee may be removed from the classification, if the Director feels such action is warranted, or upon the employee's request, he will be returned to his former job classification. No employee shall be required to take a promotion.

**ARTICLE X**  
**TEMPORARY TRANSFERS**

**Section 1. Temporary Transfers.** The City shall have the right to temporarily transfer bargaining unit employees for periods of absences within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work for periods not exceeding ninety (90) working days. The City shall also have the right to

temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise in any calendar year. It is understood and agreed that any employee within the bargaining unit temporarily transferred in accordance with the provisions of this section, shall not acquire any title or right to the job to which he is temporarily transferred, but shall retain his seniority in the classification from which he was transferred. The City shall determine which employees within the job classification may be transferred from one position to another, taking into consideration the seniority and ability of the individuals available for temporary transfer as they relate to the needs of the department and efficient operation of the City.

**Section 2. Temporary Higher Classification.** When an employee is assigned by management to a higher classification on a temporary basis for more than eight (8) consecutive hours, excluding lunch and break periods, he shall receive the higher rate of pay for the hours worked in the higher classification. When an employee is assigned work in a lower classification than his normal classification during the workday, he shall not suffer a reduction in pay.

## **ARTICLE XI** **BARGAINING UNIT POSITION**

**Section 1. Promotions/Demotions Outside Bargaining Unit.** An employee in a classification subject to the terms of this agreement, who is promoted or demoted to a position outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not maintain previously accumulated seniority within the bargaining unit beyond twelve (12) months from the date of promotion or demotion. An employee who is transferred within the twelve months shall be permitted to use the bump procedure in reentering a job and wage generally similar to the one held prior to transfer.

**Section 2. Involuntary Transfer.** If an employee voluntarily transfers to a position not included in the bargaining unit and is thereafter involuntarily transferred again to a position within the bargaining unit, or voluntarily returns within twelve (12) months, he shall continue to accumulate seniority while working in the position to which he was transferred for a period of up to twelve (12) months. Thereafter, the employee shall lose all accumulated seniority.

## **ARTICLE XII** **EMPLOYEE PERFORMANCE EVALUATIONS**

**Section 1. New Hire Performance Evaluation.** All newly hired employees shall be given a performance evaluation prior to the completion of their orientation period.

**Section 2. Annual Evaluation.** Each regular full-time employee shall receive a written evaluation annually. When an employee is reclassified there shall be an evaluation after three months on the new job and annually thereafter.

**ARTICLE XIII**  
**HOURS OF WORK, OVERTIME, TENURE PAY**

**Section 1. Regular Work Week.** The regular workweek for bargaining unit employees shall consist of Monday through Friday, totaling five (5) consecutive eight-hour days, forty (40) hours per workweek.

**Section 2. Second Shift.** Management reserves the right to establish a second shift and to establish hours therefore; provided that upon request; Management will meet with the Union in special conference to consider an adjustment to the hours selected by Management.

**Section 3. Regular Day Shift.** The regular day shift shall commence at 7:30 A.M. and end at 4:00 P.M. with one-half hour unpaid lunch. From the first Monday in April through the last Friday in October the regular day shift normally commences at 7:00 A.M. and end at 3:30 P.M. with one-half hour unpaid lunch. Management may adjust the starting and ending times for the shift by not to exceed one-half hour upon five working days' notice; provided, that the adjusted shift hours will remain in effect for not less than five (5) working days or overtime provision shall apply.

**Section 4. Regular Shift Hours Adjusted.** Management and the bargaining unit employees may mutually agree to adjust regular shift hours at any time and for any duration notwithstanding any other provision of this article.

**Section 5. Split Shift.** There shall be no split shift. Lunch period shall be no longer than one-half hour duration on any shift.

**Section 6. Breaks.** Each bargaining unit employee shall be granted a ten-minute, on-site break during the first half of the shift and a ten-minute, on-site break during the second half of the shift.

**Section 7. Wash-up Period.** There shall be a ten-minute wash-up period, if necessary, prior to the end of each shift.

**Section 8. Locker/Facilities.** The City shall furnish employees with disinfectant soap, washroom, shower and lockers within such buildings as Management designates for use by the bargaining unit employees.

**Section 9. Hours Worked.**

- A. An employee who has actually worked sixteen (16) hours or more within a twenty-four (24) period whenever possible shall be released for eight (8) hours or more before reporting for his regular scheduled duty.
- B. All employees shall receive overtime compensation at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of eight (8) hours in any one day; in excess of forty (40) hours in any one week; and during any call-in hours that are outside of regular shift hours (7:30 a.m. to 4:00 p.m.) on any day other than Sunday or on a scheduled holiday without regard to the number of hours worked on that day or during that week.
- C. Double time shall be paid for:

- (1) All hours worked on Sunday;
- (2) All hours worked on a scheduled holiday;
- (3) All hours worked in excess of sixteen (16) consecutive hours provided an employee obtains authorization to do so during the fifteenth (15th) hour worked. In the absence of such authorization, compensation shall be at one and one-half (1 1/2) times the regular hourly rate; provided, further, that if the employee is scheduled to work within eight (8) hours after being released, he shall receive straight time for any portion of his regularly scheduled hours which are within the eight (8) hour period referred to herein.
- (4) All hours when working on another utilities project. In addition, Employees working on another utilities system shall receive the higher of their current Hillsdale classification wage rate or the other utilities equivalent classification wage rates for all hours worked on the system.

For scheduled work, in addition to the higher pay scale, employees shall receive straight time, overtime, or double time in accordance with what the other utility would charge Hillsdale for similar scheduled work. Mutual aid, emergency, or unscheduled work remains double time. Subject to the Director's discretion, when mutual aid or contractors are used in a declared storm emergency, members working on the electric system will be paid two (2) times their regular rate of pay. Scheduled work is intended to mean projects and manpower sharing planned in advance with a limited duration and specific project goal.

**Section 10. Scheduled Overtime.** When scheduled overtime is to be worked, the Employer will make every effort to give the employees involved at least twenty-four (24) hours advance notice. The Employer shall have the right to require employees to work reasonable amounts of overtime.

**Section 11. On-call Rotation.** The Employer shall maintain an on-call rotational list as presently provided and administered. On-call duty will be for periods of seven (7) consecutive calendar days.

**Section 12. On-call/Overtime.** The personnel on-call in each department shall have the first opportunity at all overtime in said department, whether scheduled or unscheduled. The City shall furnish employees on-call with a beeper or other paging device. In a situation where additional assistance is required from another department, the on-call employee from the other department shall be the first contacted for call-in.

**Section 13. Call Back Time.** Employees called back to work after completing a regularly scheduled day or shift shall be compensated for such additional work at the applicable overtime rate. Employees called back to work as specified above shall receive a minimum of two (2) hours at time and one-half, or higher rate if applicable, except that the two (2) hours minimum shall not apply to less than one (1) hour overtime work immediately preceding a regular shift.

**Section 14. Reporting for Call-in.** An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the applicable overtime rate of pay and shall be assigned by the classifications needed. An employee whose call-in assignment exceeds two and one-half (2 1/2) hours in duration shall be granted four (4) hours pay at the applicable overtime rate of pay.

**Section 15. On-call Pay.** Employees who are on-call shall receive ten (10) hours pay at the employee's regular rate of pay for each one-week period of on-call duty. Employees who are on-call who are not available for work when called shall forfeit four (4) hours of the on-call pay for each time the employee is unavailable for call out. Notification of on-call employees of a call out shall be attempted by telephone and beeper. Acknowledgment of notification must be made by the on-call employee within 20 minutes of the time it is given. If no acknowledgment is received from the on-call employee within said time limit, it shall be deemed that said on-call employee is unavailable. Documentation of such notification attempts shall be a prerequisite to the imposition of the forfeiture penalty provided for herein. In the event notification of a call-in is not received by the on-call employee as a result of a verified failure of the notification system or any of its components, the forfeiture penalty shall not be imposed. An on-call employee who will be unavailable for call out may, without penalty, make arrangements with another employee to be on-call in his place.

**Section 16. Paid Biweekly.** Employees shall be paid biweekly (every other Thursday) by 3:00 p.m., unless Thursday is a holiday or the first day of vacation, in which case they shall be paid on Wednesday for the preceding period ending the previous Saturday at midnight.

**Section 17. Tenure Program.** Each employee shall receive payments of money by December 15th of each year under the tenure program in the amount of \$120.00 per year for each year of the first five (5) years of employment with the employer, and thereafter an amount of \$100.00 per year for each of the second five (5) years of employment with the City. Payments under this article shall be made in accordance with the formula presently used for such payments. The maximum total amount to be paid after ten (10) years of employment to any one person eligible hereunder to be \$1,100.00. The tenure program shall not be available to employees hired on or after July 1, 2016.

**Section 18. Meal Allowance.** An eight dollar (\$8.00) meal allowance shall be paid to an employee who is:

- A. Called out and required to work the two (2) hours prior to the start of his regular shift and continues to work his regular shift thereafter; or is
- B. Required to work for at least three (3) hours beyond his normal quitting time; or is
- C. Called out and required to work for at least five (5) hours on Saturday, Sunday or on a holiday specified in this Agreement. An employee shall be paid an additional six dollars (\$6.00) meal allowance for each five (5) hour period worked beyond the periods provided for in subparagraphs B or C above.
- D. Non-Scheduled Mutual Aid work will include 3 meals at fifteen (\$15) per meal for a total of Forty Five (\$45) per day, with receipts, unless food is provided by the mutual aid requesting party.

An adequate time, not exceeding one-half hour, without pay, shall be allowed as a meal break.

With the approval of the supervisor or foreman, a member of the crew shall be allowed to pick up food and non-alcoholic beverages provided that an adequate staffing level can be maintained to insure job continuation and public safety during his absence.

Employees shall submit a form provided by the Employer for the allowance in this article.

**Section 19. Storm Work.** Water and Sewer Department employees who assist Electrical Department employees during declared emergencies will receive two times their regular rate of pay for that work, if approved by the Director.

#### **ARTICLE XIV** **SICK LEAVE AND GROUP INSURANCE**

**Section 1. Sick Leave Defined.** Each regular employee hired on or before September 30, 2021, after the first ninety (90) days of employment shall earn sick leave with full pay at the rate of sixty-four (64) hours per twelve-month period on a prorated monthly basis. "Sick leave" is defined as the earned absence from work with pay, which is necessitated by:

- A. A non-work related disabling or contagious illness or disabling injury.
- B. A non-work related and documented exposure to a contagious disease, which is medically certified by the employee's treating physician, or by a physician selected by the City, as posing a threat to the health of the affected employee or others.
- C. Disabling illness or disabling injury to a member of an employee's immediate family which is not of a life threatening variety where attention by the employee is necessary to maintain and protect the health, safety or welfare of the affected family member. Sick leave granted pursuant to this subsection shall be limited to twenty-four (24) hours duration unless extended by the sole discretion of the City. Proof of such disabling illness or disabling injury may be required by the City as a prerequisite to the granting of sick leave hereunder.
- D. Life threatening illness or life threatening injury to a member of an employee's immediate family. Proof of such life threatening condition may be required by the City as a prerequisite to the granting and/or the continuation of sick leave hereunder.

"Immediate family" as used in this Article shall mean and include any of the following dependent persons who are and have been permanent members of the affected employee's household: the employee's spouse, the employee's or employee's spouse's parents, step-parents and children and the employee's step-children.

**Section 2. Notification of Sick Leave.** When an employee is desirous of utilizing his earned sick leave benefits, such employee shall, if not otherwise prevented by emergency or other bona fide extenuating circumstances, immediately notify or cause the notification of such employee's immediate supervisor or other designated person of the need for sick leave, the reason therefore

and the anticipated duration thereof and in no case later than the start of such employee's next scheduled shift. Should emergency or other bona fide extenuating circumstances prevent such notification, the employee shall be obligated to make or cause such notification to be made as soon as possible thereafter. Absence from the job without notification being made for two workdays shall constitute just cause for immediate discharge as an unexcused absence.

**Section 3. Returning from Sick Leave.** An employee returning from sick leave may submit a written and signed statement to the City verifying the existence of and identifying the reason for the request, the identity of the person whose illness or injury requires that sick leave be taken and the anticipated duration thereof. The City may require the employee to furnish a doctor's certification as to the nature of the illness or injury and the need for attendant care. Falsification of either the written statement or a physician's certificate may be subject to progressive disciplinary action.

**Section 4. Abuse of Sick Leave.** An employee who requests or receives sick leave benefits without having actual basis in fact therefore, who establishes a pattern of sick leave use, or who otherwise fails to comply with the provisions of this Article, may be subject to progressive disciplinary action.

**Section 5. Sick Leave Segments.** Sick leave shall be requested and used in segments of not less than one (1) hour.

**Section 6. Physician's Certificate.** As a prerequisite to an employee's return to work from sick leave occasioned by such employee's disabling illness or disabling injury, the City may require an employee to furnish a certificate from the employee's treating physician at employee's sole expense indicating such employee's fitness and ability to return to work and perform his regular duties or, if subject to restrictions, establishing the restrictions and reasonable accommodations required for such employee.

**Section 7. City's Physician.** As a prerequisite to an employee's return to work from sick leave occasioned by such employee's disabling illness or disabling injury, the City may require an employee to be examined by a physician of the City's own choosing and the City's sole expense for the purpose of determining the employee's physical and/or mental condition and such employee's capability to return to work and the validity of any work related restrictions or reasonable accommodations that might be necessary.

**Section 8. Accumulated Sick Leave.** Sick leave may be accumulated up to two hundred forty (240) hours. The City will pay employees no portion of accumulated sick leave days on retirement of leaving employment for reasons other than illness where the employee has less than five (5) years' service at the time of such retirement or leaving employment. The City will pay the employee twenty-five (25%) percent of accumulated sick leave days on retirement or leaving employment for reasons other than sickness where the employee has between five (5) and ten (10) years' service inclusive at the date of such retirement or leaving employment for reasons other than sickness and the employee is otherwise in good standing. Employer will pay employee seventy-five (75%) percent of accumulated sick leave days on retirement or leaving employment for reasons other than sickness where the employee has more than ten (10) years of service at the



date of such retirement or leaving employment for reasons other than sickness and the employee is otherwise in good standing.

**Section 9. Annual Bank of Sick Leave.** Each employee may maintain an annual bank of up to two hundred forty (240) sick leave hours. If any employee has a two hundred forty (240) hour bank, the City will pay each employee seventy-five (75%) percent of each hour's pay at the employee's regular rate of pay for each hour of sick leave earned in excess of the accumulation of two hundred forty (240) hours. The maximum amount the City will pay is based on the maximum amount of time the employee can accrue in one year over the two hundred forty (240) hour bank. Payments pursuant to this section will be made within thirty (30) days following the end of the calendar year and the payments shall be on hours earned as of the end of the calendar year.

**Section 10. Approved Use of Sick Leave.** Sick leave may be used for doctor and or/dental appointments, which cannot be scheduled during non-working hours with management authorization, which authorization may not be unreasonably denied, or for illness of his immediate family.

**Section 11. Disability/Social Security.** Each employee who receives disability benefits pursuant to Section 11 shall, as soon as is practicable, make application for any Social Security disability benefits which he might be eligible to receive.

**Section 12. Sick Leave Supplement to Workers' Compensation.** Accumulated sick leave may at an employee's request be used to supplement Workers' Compensation up to 100% of employee's regular paycheck to the nearest hour.

**Section 13. Group Health Insurance.**

**Section 13.A. Health Insurance.** The Employer will provide current employees with the Priority Health POS HSA – Option 1 Plan medical coverage. The details of the Plan are set forth on Appendix B, but the Plan has a \$1,300/\$2,600 deductible and a 20% co-pay in network and a \$2600/\$5200 deductible and a 40% co-pay out of network, and the \$10/\$40/\$80/\$40/\$80 drug card, with a renewal date of January 1st. A twenty (20%) percent co-pay of the applicable premium will be withheld on a per-pay-period basis from each employee and applied toward the cost of said insurance. A retiring employee may participate in a hospitalization plan as part of an Employer's group existing at the time of said retirement, subject to eligibility and the rules and regulations of the insurance carrier; provided, however, that the cost of said insurance coverage shall be paid by and be the sole obligation of said employee.

**Section 13.B. Vision and Dental Insurance.** The City shall provide the Vision A-80 Program and Dental Insurance program of CR-50-50-50 MBL 1000, CR-OS-50 MBL 1000 for all employees and eligible family members; provided, however, a twenty (20%) percent co-pay of the applicable premium will be withheld on a per-pay-period basis from each employee and applied towards the cost of said insurance coverage.

**Section 14. Dual Health Insurance Coverage.** The Employer will pay an amount not to exceed \$1,000.00 per calendar year, in monthly installments of \$83.33 to any employee who can qualify, as determined by the insurance carrier and in accordance with any applicable laws, rules, regulations, policy provisions and other requirements, and who does opt to discontinue coverage

under the Employer's group insurance coverage by reason of having coverage under a policy of health insurance provided to and covering said employee's spouse by said spouse's employer. Employees receiving health care coverage through a spouse who is also covered by a City health insurance plan are not eligible for this payment.

**Section 15. Insurance Coverage.** The City shall provide the insurance coverage for an employee covered by this Agreement at the beginning of the first billing month following the date of eligibility for such employee. Except for retirees and disabled employees, if an employee's employment is terminated, the City may terminate the employee's insurance coverage as of the date of termination subject to applicable law. As to retirees and disabled employees, the City may terminate the employee's insurance coverage as of the date of termination, subject to applicable law and:

- A. The right of a retiree to continue coverage in City's retiree group, at his sole expense, on a prepaid basis; and
- B. The right of a disabled employee to continue coverage, at his sole expense, on a prepaid basis if and for so long as permitted under the City's contract with the health insurance carrier or any replacement thereof.

**Section 16. Term Life Insurance.** The City agrees to pay the entire premium cost for \$40,000.00 face value life insurance with double indemnity for accidental death and dismemberment on all employees who have completed their orientation.

## **ARTICLE XV** **PAID TIME OFF**

**Section 1.** Full-time employees hired after September 30, 2021 are eligible for paid time away from work. Employees are required to use available paid time (PTO) when time away from work is needed. PTO starts accruing on the employee's service date with the City on a bi-weekly basis. PTO is a bank of personal, sick, and vacation hours that the employee accrues through the year.

**Section 2.** PTO can be taken in as low as half hour increments when needed. Whenever possible the employee is encouraged to give advance notice when taking time off.

**Section 3.** Regular full-time employees that hired after September 30, 2021 are eligible for the following paid time off (PTO):

- First year to five years of service ~ 120 Hours
- Five years to fifteen of service ~ 160 Hours
- Fifteen or more years of service ~ 200 Hours

**Section 4.** In the event that available PTO is not used by the employee's anniversary date, the employee may carry over 50% of the PTO time that is earned in that benefit year. Any unused accrued PTO will be paid out upon separation of employment with the City.

**Section 5.** PTO Scheduling for Vacation. All PTO must be scheduled to the extent reasonably feasible. Requests for PTO are subject to approval with the employee's immediate supervisor and/or department head. PTO shall be requested in writing, when reasonably feasible, shall specify the dates requested for PTO and shall be delivered to the requesting employees' immediate supervisor or department head, not later than March 1. Such requests shall be granted, in the City's sole discretion, based on the requesting employee's seniority, the number of employees who will be available for duty during the requested time, and the City's assessment of the projected work load for the affected department. Any request for PTO under this section which is not received by the requesting employee's immediate supervisor or department head until after March 1 shall be granted by the City based on the same factors as apply to requests received by said date with the exception that no consideration will be given to seniority. The times determined by the City as being available for PTO to be granted on a first come, first served basis.

## **ARTICLE XVI** **SHORT TERM DISABILITY**

**Section 1.** The City shall establish short-term and long-term disability benefits for the employees covered by this Agreement. The short-term disability benefit shall provide income equal to seventy (70%) percent of the employee's regular rate of pay for an employee who, due to verified illness or injury not compensable under Workers' Compensation is unable to work.

**Section 2.** For employees hired on or before September 30, 2021, payments made under the provisions of the short-term disability program shall commence after the employee has missed thirty (30) consecutive days of work due to the injury or illness and shall continue for a maximum of ninety (90) consecutive calendar days or until the employee returns to work, whichever comes first.

**Section 3.** Employees hired after September 30, 2021, who are covered by the PTO plan, are eligible for short-term disability that begins after seven (7) consecutive days off work.

**Section 4.** "Disability" or "disabled" for purposes of eligibility for short-term disability benefits means that in a particular month, you must satisfy the following test: during the first ninety (90) days (including the thirty (30) day or seven (7) day qualifying period) of a verified disability, you must be suffering from an injury, or sickness, or pregnancy as a result of which you are required to be under the regular care and attendance of a doctor and you must be prevented by such injury, sickness or pregnancy from performing at least one of the material duties of your regular employment with the City and are unable to perform any other gainful employment for which your education, training, and/or experience qualifies you.

**Section 5.** The employee's eligibility for benefits under the short-term disability program shall be subject to the specific conditions, restrictions and qualifications imposed in the administration of said program by the City or any disability insurance company with which the City places such short-term disability coverage.

**Section 6.** The long-term disability benefit shall provide income equal to sixty (60%) percent of the employee's regular rate of pay; provided, however, that the employer shall supplement the

long-term benefit by self-funding an additional ten (10) percent of the employee's regular rate of pay during the first ninety (90) days when employee is eligible for long-term disability.

**Section 7.** The payments under the provision of the long-term disability program shall commence after the employee has exhausted the benefits to which he/she is entitled under the provisions of the short-term disability program and shall continue until the employee returns to work or retires, whichever comes first.

**Section 8.** The employee's eligibility for benefits under the long-term disability program shall be subject to the specific conditions, restrictions and qualifications imposed in the administration of said programs by any succeeding disability insurance company with which the City places such long-term disability coverage.

## **ARTICLE XVII** **LIGHT DUTY**

**Section 1.** **Light Duty.** An employee who is on sick leave or PTO for health-related reasons, including an employee whose leave has continued on and is being covered as a short or long term disability, who desires to return to work on a light duty basis may request a return to work on light duty and such a request will be granted if and only if the employee complies with all of the following:

- A. The affected employee submits a written request for return to work on light duty status.
- B. The written request of the employee is accompanied by a written authorization from the employee's primary treating physician releasing such employee for a return to work on light duty and specifying any reasonable work restrictions and accommodations that apply to and are reasonably necessary for such employee's return as well as the duration thereof.
- C. The written request of the employee is accompanied by a signed consent and authorization on a form supplied by the City authorizing the City to request and obtains all access to and copies of the employee's medical records and such supplemental medical reports as the City might deem necessary.
- D. The City, in City's sole discretion, determines the existence of light duty which can be performed by such employee within the employee's restrictions and/or for which reasonable accommodations for such employee can be made, together with the estimated duration of such available light duty work.
- E. The City shall have the right, in the City's sole discretion, to terminate such light duty work at any time the City determines it is no longer available or, if available, that it is no longer economically justified or feasible.

## **ARTICLE XVIII** **PENSIONS**

## **Section 1. Retirement Program.**

**A. Retirement Plan for Employees hired before July 1, 2017.** The employer is a subscribing member to the Michigan Municipal Employees Retirement System (MMERS) and shall provide its employees with participation in the F55/25 plan. The added cost of this benefit shall be solely borne by the employee, said cost currently being equal to nine and sixteen one hundredths (9.16%) percent of gross pay. The specific benefit levels of the F55/25 plan, as presently in effect, are described in the employee benefit booklets, which may be obtained at the Personnel Department.

The MMERS defined benefit plan for employee hired before July 1, 2017 will be modified to set the FAC to cap compensation at \$80,000, provided that any individual with a current FAC of more than \$80,000 will have their individual FAC capped at their FAC calculated as of June 30, 2017. The FAC cap will be increased to \$85,000 on July 1, 2022. The definition of compensation will be modified effective 7-1-2017 to not include overtime that is reimbursed by another entity.

**B. Retirement Plan for Employees hired on or after July 1, 2017.** The MMERS defined benefit plan was closed to new participants on June 30, 2017, and employees hired on or after July 1, 2017 will participate in Plan DC with the following provisions:

(1) **Mandatory Employer contributions.** The City will contribute an amount equal to 7.00% of the employee's compensation. Employees will be vested in the City's contribution in accordance with the following:

- 20% after one year of service
- 40% after two years of service
- 60% after three years of service
- 80% after four years of service
- 100% after five years of service

(2) **Mandatory Employee Contributions.** Employees will contribute an amount equal to 5.00% of their compensation. Employees are immediately vested in their contributions.

(3) **Loans.** Employees will not be able to apply for loans from the defined contribution plan.

**C. City 457 Plan.** In addition to participation in the MMERS plan, an employee shall have the right to participate in the ICMA R/C 457 pension plan, subject to all terms, conditions, restrictions and legal availability thereof.

**Section 2. Retirement.** Employer requires employees to retire at age seventy (70) years of age, if they have not already done so, unless an extension of time is specifically authorized by the employer. Eligible employees who have selected a retirement date are requested to notify Personnel Department six (6) months in advance to allow for the completion of necessary retirement processing.

**ARTICLE XVIX**  
**VACATION**

**Section 1. Vacation Accrual.** All regular full-time employees hired on or before September 30, 2021 shall be entitled to vacation time with pay under the following schedule:

- A. Employees will be granted forty (40) hours of vacation upon hire;
- B. Employees who have completed one (1) year of service shall be granted eighty (80) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- C. Employees who have completed five (5) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- D. Employees who have completed ten (10) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.
- E. Employees who have completed fifteen (15) years of service shall be granted two hundred (200) hours vacation without loss of pay for each twelve (12) month period following the anniversary date of employment.

**Section 2. Military Leave.** Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they returned to active employment.

**Section 3. Maximum Vacation Accrual.** Vacation days can only be accumulated in the amount not to exceed one and one-half (1 1/2) times the rate at which vacation is earned. If the amount of accrued vacation exceeds one and one-half (1 1/2) times the amount of annual vacation to which the employee is entitled at the end of the calendar year, the employee shall be paid for all unused vacation in excess of the maximum accrual allowed, provided he has utilized at least eighty (80) vacation hours in the calendar year just ended.

**Section 4. Minimum Vacation Credit Taken.** Employees shall be permitted a minimum of four (4) hours vacation credit at a time, provided the Director or Supervisor has given approval prior to such vacation day and the use thereof shall not result in overtime pay to any other bargaining unit employee or otherwise disrupt normal work.

**Section 5. Paid Accumulation.** In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation hours, which have accumulated to his credit.

**Section 6. Vacation Scheduling.** All vacation time must be scheduled and shall be subject to approval with the employee's immediate supervisor and/or department head. Vacation time shall be requested in writing, shall specify the dates requested for vacation and shall be delivered to the requesting employee's immediate supervisor or department head not later than March 1 of each year. Such vacation time requests shall be granted, in City's sole discretion, based on the requesting employee's seniority, the number of employees who will be available for duty during the requested vacation time, and the City's assessment of the projected work load for the affected department. Any request for vacation time which is not received by the requesting employee's immediate

supervisor or department head until after March 1 shall be granted by the City based on the same factors as apply to requests received by said date with the exception that no consideration will be given to seniority, the times determined by the City as being available for vacation to be granted on a first come, first served basis.

**Section 7. Vacation Earned on Approved Leave.** Employees absent on approved leave for more than one (1) month for other than on the job disability will earn vacation time on a pro-rated basis only during the first month of such approved leave and no further vacation time shall be earned until such time as such employee returns to work when it will be again computed and earned on a pro-rated basis for the remainder of the period in question.

**Section 8. Lost Time.** Employees who lose time due to on the job disability, up to a maximum of one (1) year, shall receive their vacation as though the time was worked.

**Section 9. Holidays/Vacation Time.** Holidays that are recognized under this contract shall not be charged against an employee's vacation time.

**Section 10. Personal.** The City agrees to provide not to exceed twenty-four (24) personal hours per year. Each employee shall be entitled to twenty-four (24) personal hours per year to be used at his discretion with the approval of the department head. These hours are to be earned from calendar year to calendar year and are not bankable. If they are not taken, the employee will be paid a regular rate of hours pay after the end of the calendar year, “. . . but in no case later than the second pay period.”

**Section 11. Call-in from Vacation.** Employees on vacation may be called-in to work for extraordinary situations as determined by the City if reasonably available.

## **ARTICLE XX** **LEAVE OF ABSENCE**

Employees in the Bargaining Unit are hereby authorized to apply for any of the following identified leaves of absence, subject to compliance with the terms, limitations and conditions applicable thereto as set forth in the applicable sections of this Article XX. Unless specifically provided for in this or another Article of this Agreement to the contrary, no other leaves shall be recognized or allowed as authorized leaves of absence. All requests for a leave of absence hereunder must be in writing and approved by the department head and the Director.

**Section 1. Personal Leave.** An employee who has completed his orientation period may be granted a leave of absence for personal reasons without receiving pay, but without loss of seniority for a period of not to exceed thirty (30) days in any calendar year, provided he obtains advance written permission from the Director, or his designated representative and can be spared from work for the purpose. Applications for such leave must be in writing to the Director. Any employee who obtains a leave of absence by misrepresenting the purpose thereof shall be subject to discharge.

**Section 2. Military Leave.** The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

**Section 3. National Guard Leave.** Employees who apply in writing for and who are given written permission to join the National Guard or Armed Forces Reserves, will be given a leave of absence without pay for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders or emergencies, provided however, fringe benefits shall not be continued for more than the first thirty (30) days of such leave. Such employees shall make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

**Section 4. Leave for Work Related Disability.** An employee, who because of work related illness or injury which is compensable under the Workers' Compensation Law is physically unable to work shall be given a leave of absence without pay and without benefits other than the benefits provided for in Article XIV, Section 9 and Article XIV, Section 12 for a period not to exceed one (1) year unless extended by the City provided:

- A. He promptly applies for such leave of absence.
- B. He provides the City with medical proof and support of such leave of absence and/or its continuance as the City requires including, a medical report and certification from his treating physician, as to said employee's medical history, diagnosis, treatment, prognosis, the need for the leave and access to all pertinent medical records. Unless the employee is able to and does return to work at the end of his approved leave of absence, his employment with the City shall be terminated and at an end. Any accrued and vested benefits shall be paid or provided to said employee pursuant to the provisions of this agreement.

**Section 5. Leave for Non-Work Related Disability.** An employee, who because of non-work related illness or injury which is not compensable under the Workers' Compensation Law is physically unable to work shall be given a leave of absence without pay for a period not to exceed one (1) year unless extended by the City, and without benefits other than the benefits provided for in Article XIV, Sections 9, 12 and 15 for a period not to exceed three (3) months, provided:

- A. He promptly applies for such leave of absence.
- B. He provides the employer with medical proof and support for such leave of absence and/or its continuance as the employer requires including, a medical report and certification from his treating physician, as to said employees medical history, diagnosis, treatment, prognosis, the need for the leave and access to all pertinent medical records. Unless the employee is able to and does return to work at the end of his approved leave of absence, his employment with the City shall be terminated and at an end. Any accrued and vested benefits shall be paid or provided to said employee pursuant to the provisions of this agreement.

**Section 6. Fringe Benefits Earned on Non-Paid Absence.** Employees, who desire to take a leave of absence, which at the time or later is without pay, must prepay all insurance and pension premiums and/or any other recurring monthly payments prior to having said leave approved or continued. No sick leave credits or vacation benefits will be accumulated during leaves of absence periods.



**Section 7. Court Leaves.**

- A. The City shall grant court leave with full pay to any employee who is:
  - 1. Summoned for jury duty by a court of competent jurisdiction of jury duty; provided, however, that the employee shall immediately provide City with the official summons to jury duty requiring the employee's attendance and, as soon as available, with proof of the amount of compensation received or to be received for jury duty. The City shall be liable to such employee only for the difference between any such compensation received or to be received for jury duty at such employee's regular rate of pay. Proof of attendance may be required by the City; or
  - 2. Subpoenaed to appear before any court, commission, board or other legally constituted authorized by law to compel attendance of witnesses, in connection with matters related to or arising from such employee's employment with the City, but wherein the employee is not a party plaintiff, provided, however, that the employee shall immediately provide City with the official subpoena requiring the employee's attendance together with proof of the amount of compensation received. The City shall be liable to such employee only for the difference between any such compensation received for jury duty and such employee's regular rate of pay. Proof of attendance may be required by the City.
- B. The City may, in its discretion, grant court leave without pay to any employee who is to appear before a court, commission, board or other legally constituted body in connection with a matter which is unrelated to and does not arise out of the employee's employment with City or wherein the employee is a party plaintiff in any action against the City. The employee requesting a leave of absence under this subsection shall provide City with proof of such employee's required attendance immediately upon receiving notice of the date and time for his appearance. Notwithstanding anything contained in this subparagraph to the contrary, an employee requesting a leave of absence hereunder shall first be required to exhaust all accrued vacation and personal leave days before consideration will be given to granting of a leave of absence without pay.
- C. Any employee who is granted a court leave of absence with pay pursuant to the provisions of subparagraph A of this Section 7 shall not have such leave time charged against his vacation days.
- D. If any employee who is granted a court leave of absence under any subparagraph of this Section 7 is released from jury duty or from his court required appearance prior to 12:00 noon, he shall forthwith return to work for the remaining hours of his shift.
- E. Failure of an employee to comply with the terms of this Section 7, with respect to a court leave sought or granted pursuant to it, shall result in the waiver and forfeiture of any claim or eligibility for such leave and to any compensation that might otherwise be payable hereunder and shall be subject to discipline as though an unauthorized leave, which if continued

for two or more days, shall constitute just cause for immediate discharge from employment without regard to the existence of any other infractions or violations of this Agreement by such employee.

**Section 8. Leave-Union Business.** The City agrees to grant time off without loss of seniority and without pay to any employee designated by the Union to attend the National Convention, if elected as a Delegate, provided:

- A. Thirty (30) days written notice is given to the City by the Union, specifying the length of time off requested and,
- B. Provided the combined total time off does not exceed ten (10) calendar days per calendar year
- C. Provided no more than one (1) employee shall be granted such time off for such purpose at any one time.

**Section 9. Family and Medical Leave.** The City shall establish a written policy which provides for unpaid family and medical leaves for eligible bargaining unit employees and which is consistent with the provisions of the Family and Medical Leave Act. Eligible bargaining unit employees for family and medical leave are those who have been employed by the City for at least twelve consecutive months and have worked at least 1250 hours for the City within the twelve month period immediately before the leave is to begin; provided, however, that any eligible bargaining unit employee who takes family or medical leave pursuant to this provision and the provisions of the written policy shall be required to use their accumulated vacation and sick leave before going on unpaid leave, anything herein before provided to the contrary notwithstanding.

## **ARTICLE XXI** **ATTENDANCE**

**Section 1. Starting Time.** Employees are expected and required to be at their workstations and commence working at their designated starting time. Tardiness, unexcused absence, failure to report as required or failure to be at one's workstation and commence work at the required time may result in disciplinary action, unless the employee has an excuse acceptable to management.

**Section 2. Notification of Absence.** In the event an employee cannot report to work as scheduled, the employee must so notify supervisory personnel as soon as possible. In all cases of an employee's absence or tardiness, the employee shall provide supervisory personnel with a truthful reason for the absence and if possible, the probable duration of absence. If circumstances render the absence duration speculative or unknown, the absent employee will be required to call Personnel daily to report the status of the absence. Asking another employee, friend, or relative to give notification or report absence status is not considered proper, except under emergency conditions.

**Section 3. Excessive Absenteeism.** Excessive absenteeism, which renders an employee insufficiently available for work, will be evaluated on a case-by-case basis to determine the merits of correctional retention or termination.

**Section 4. Average Attendance.** The average attendance of all employees will be determined by dividing the total hours worked by all employees each month by the total hours available to work each month. Vacation and other approved leave will be counted as hours worked. If an employee exceeds the established average non-attendance for the previous twelve (12) months, he shall be contacted. Attendance must improve to the established average within the following month and thereafter be maintained at said level.

## **ARTICLE XXII** **BEREAVEMENT LEAVE**

**Section 1. Immediate Family.** Upon the death of an employee's current spouse or a member of the employee's or his current spouse's immediate family, which is deemed to include father/father-in-law, mother/mother-in-law, sister, brother, step-parents, children, step-children, grandchildren and grandparents, the employee will be allowed leave without loss of pay for all working days occurring within five (5) calendar days after the date of death, provided the time is required to attend such person's funeral, and provided further that the employee would have otherwise been scheduled to work on such days.

**Section 2. Extended Family.** Upon death of aunts or uncles of the employee or his current spouse, the employee will be allowed one (1) working day off on the same basis and subject to the same restrictions as is set forth in Section 1 of this Article. Additional days may be granted by the Director on the same basis for unusual circumstances.

## **ARTICLE XXIII** **EQUIPMENT, ACCIDENTS AND REPORTS**

**Section 1. On-the-Job Injury.** An employee, who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, will be paid for the whole day upon which such injury occurs.

**Section 2. Safe Operating Vehicles.** The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement for employees to refuse to operate such equipment unless such equipment has been determined to be in safe operating condition. The determination of safe operating condition shall be made by the superintendent who shall advise the department director in writing of his findings.

**Section 3. Unnecessarily Dangerous Work Conditions.** No employee will be required or assigned to engage in any activity involving unnecessarily dangerous work conditions, or unnecessarily endanger the safety of persons or property.

**Section 4. Accident Reports.** Any employee in any accident shall immediately report said accident and any physical injuries sustained. An employee shall make out a written accident report on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to report an accident as required by this provision shall subject such employee to disciplinary action by the employer.

**Section 5. Defective Vehicles.** It is the duty of the employee and he should immediately, or at the end of his shift, report all defects of vehicular equipment. Such reports shall be made on a suitable form and shall be made in multiple copies, one copy to be retained in the defective vehicle.

**Section 6. Defective Equipment.** It is the duty of the employee to immediately report all known defects of power, water and sewage collection equipment. Such reports shall be made on a suitable form to the superintendent and shall be made in multiple copies, one copy to be retained by the employee.

**Section 7. Violation of Safety Rules.** When an employee is required by a supervisor to work under a condition, which the employee regards as a violation of safety rules, the employee shall have the right to protest. If ordered by the supervisor to perform the work involved, the employee shall perform the work, but shall be considered as performing under protest. However, no employee shall be required to work with any unsafe equipment, or perform any practice that has been deemed unsafe, until released by the superintendent.

**Section 8. Loss or Damage.** Employees shall not be monetarily charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer unless negligence or reckless use is shown.

#### **ARTICLE XXIV** **TRAINING, CONFERENCES, SEMINARS AND WORKSHOPS**

**Section 1. On-site Training.** It shall be a condition of employment that each employee participates actively in the safety, first aid and job training programs which the City may periodically provide. The City may develop and administer a variety of courses ranging from general fundamentals to utility-specific detailed study. It is intended that participation in certain courses will be mandatory while others will be offered on a voluntary basis. Depending on the time required for a specific program, the schedule may include classroom time either during normal working hours and/or outside of normal working hours. Where a course is considered mandatory and class time is held outside of normal working hours, the employee will be compensated for the time spent in such classroom sessions and all reasonable expenses. Where a course is offered on a voluntary basis, the employee will not be compensated for attendance outside of normal working hours.

**Section 2. Off-site Training.** To supplement City administered courses of study, employees may be requested to participate in conferences, seminars and workshops relevant to their specific work activity, subject to the approval of the Director. The City will establish reasonable budgetary constraints concerning this area and each request will be considered on a case-by-case basis in advance of the employee's registration, the determination of which will be at the approval of the Director and in the best interest of the City. Should off-site training be approved, the City will reimburse the IRS per diem rate for meal and incidental expenses while on off-site assignments or training. The City will not reimburse for any alcoholic beverages.

In addition, the employee will suffer no loss of pay for the attendance at this training for the period in which he was scheduled to work.

**Section 3. Educational Assistance:**

- A. To supplement City administered courses of study, employees may participate in courses offered elsewhere. The City will reimburse the employee for such documented costs associated with such studies, as are approved by the City.
- B. To qualify for reimbursement upon completion of a course, the course material must be relevant to the employee's specific work and approved by the Director prior to enrollment. Additionally, the course must be administered by a recognized institution and the employee will have received a final documented grade of "C" or greater (or its numerical equivalent)
- C. The employee must submit, within thirty (30) days after successful completion of the course(s), documentation with respect to final grade as a prerequisite to reimbursement.

**Section 4. Educational Assistance Repayment.** Employees who separate employment with the City within twelve (12) months from the date the course(s) was completed shall have all amount(s) of educational assistance deducted from their final check, or otherwise be obliged to repay the City for that amount in one lump sum.

**ARTICLE XXV**  
**HOLIDAY PAY**

**Section 1. Holidays.** The City will pay for scheduled holidays as established in this section:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
Veterans' Day	New Year's Eve Day
Martin Luther King Day	

When a scheduled holiday falls on Saturday, the preceding Friday will be observed as the scheduled holiday in its place and stead. When a scheduled holiday falls on a Sunday, the succeeding Monday will be observed as the scheduled holiday in its place and stead.

To qualify for holiday pay, the employee must have worked a full assigned shift on his/her last scheduled work day preceding the scheduled holiday, on the scheduled holiday if scheduled to work, and his/her first scheduled work day following the scheduled holiday; provided, however, that an employee on approved paid leave (other than for sick or injury) or who is unable to work due to sickness or injury shall not be deemed absent under this provision if he/she supplies management with written medical certification from his/her treating physician of his/her inability to work and access to his/her medical records.

Holiday pay is calculated at the employee's regular rate of pay times eight (8) hours. In addition to holiday pay, an employee working on a scheduled holiday shall be paid double time in accordance with Article XIII, Section 9.C. (3) for all hours worked on said scheduled holiday.

## **ARTICLE XXVI** **MISCELLANEOUS**

**Section 1. Protective Equipment.** The City shall furnish and the employee shall wear and use hot boots, hook guards and other safety equipment as presently furnished for the protection of employees.

**Section 2. Compliance with Laws.** Nothing in this Agreement shall be construed to require either party hereto to act in violation of any state or federal law; and in the event any such condition arises, it is agreed that this Agreement shall be modified by both parties to the extent necessary to comply with the law.

**Section 3. Collective Bargaining Agreement.** No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto, and cancels and supersedes any other agreement, understanding, past practices and arrangements heretofore existing, and all such understandings, past practices and arrangements are null and void.

**Section 4. Negotiations.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 5. Workers' Compensation.** The City shall provide Workers' Compensation protection for all employees.

**Section 6. Work Shoes, Prescription Safety Glasses & Safety Equipment.** The City will follow the established procedures in this regard. The City will provide hard hats, eye protection and certain other safety equipment, all of which will be utilized by the employee. The City will reimburse Employees for the cost of prescription safety glasses during the 24-month period provided for by the vision insurance program up to \$100. The City will pay the employee up to One Hundred and Fifty Dollars (\$150) per calendar year toward the reimbursement of City approved shoes. In order to be eligible for the work shoe reimbursement allowance, the employee must work in the Electric or Water & Sewer Departments, or in an area eligible for said

reimbursement as determined by management, and must present proof of purchase to the Personnel Department for approval. The annual allowance can be carried over from year to year for a total of \$450 for the life of the current contract.

**Section 7. Mileage.** Employees shall not be required to use their personal cars for the City's business, but in the event they consent to such use, the City shall allow the employee an amount per mile as established by the IRS Standard Mileage Reimbursement.

**Section 8. Vacancies.** The City will fill vacancies when need for such action is deemed necessary by the City.

**Section 9. Safety Committee.** A Safety Committee shall be composed of two (2) bargaining unit representatives and such employer representatives as the City selects, who will meet at least quarterly, for the purpose of discussing safety and promulgating regulations, with the understanding that the employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. In the course of making such determinations, any and all federal and state laws that are applicable to employer and employee covered by this Agreement shall be observed. The employer will post in a conspicuous place, the results of any safety inspections relating to bargaining unit work or work area conducted by agencies other than City agencies. The bargaining unit shall be kept informed in writing of all safety rules, regulations, programs and procedures to be promulgated by the employer.

**Section 10. Bulletin Board.** The various departments of the City maintain certain bulletin boards on the premises. These boards are generally used to post City & Union business notices. Employees are not to post or remove any matter from the board without the permission of a supervisor.

**Section 11. Return to Work.** Prior to returning to work, an employee who has been injured or otherwise disabled from work must provide the employer with a written medical report and certification from his treating physician as to said employee's medical history, diagnosis, treatment, prognosis and his ability to return to and perform his former job classification, restrictions, if any, and access to all pertinent medical records. In the event he is unable to perform all of his job responsibilities due to his injury, he shall be reclassified to a classification, if available, which he is able to perform all of the job responsibilities. If there is no classification available in which the employee can perform all job responsibilities, he shall not be permitted to return to work.

**Section 12. Commercial Driver's License (CDL).**

- A. Any employee may be required by the City to obtain and maintain a valid Commercial Driver's License (CDL) as a condition of employment.
- B. As to all current employees who are required to and do maintain a CDL and endorsements, the following provisions shall apply and conditions of continued employment with the City:
  1. Each employee shall submit to and cooperate in providing any physical examination required by the Department of Transportation or other governmental authority in connection with the maintenance

and renewal of a CDL and/or endorsements, said examination may be conducted by a medical doctor of employee's own choice and shall be paid for by the City for the cost thereof up to, but not exceeding, the sum of \$135.00;

2. City shall also pay for the first renewal of any required endorsement up to a maximum of \$45.00 with all subsequent renewals and associated costs to be the sole responsibility of employee.
- C. As a prerequisite and condition to employment in this bargaining unit, all new bargaining unit employees shall be required to hold a valid CDL with such endorsements as are necessary to qualify such employee to operate any of the City's equipment which is assigned to and utilized for bargaining unit work. Said new employees must obtain permit within thirty (30) days of the start of employment and must obtain CDL within six (6) months, which dates may be extended upon the City's discretion. The City agrees to pay for the first two attempts at CDL licensure. If the employee is unable to obtain a CDL after two attempts, any future attempts shall be paid by the employee. As a condition of continued employment with the City, said new employees shall be required to maintain said CDL and its endorsements in valid, unrestricted status.

**Section 13. Uniforms.** Each employee shall have provided to him/her seven (7) uniforms annually during the first quarter of each calendar year. New employees will be supplied FR rated jacket and one set of FR rated coverall bibs for the Electric Department, and appropriate jacket and bibs for the Water Department. If Employees uniforms become damaged or not suitable for the work they are doing, they may be replaced during the year. Further, employer will provide adequate rain weather clothing on an unassigned basis to bargaining unit employees when they are required to work out-of-doors in inclement weather. This will include the following: raincoat, rain pants, and rubber boots. An employee may substitute one set of uniforms for one jacket of comparable cost once per year. Employees may choose to substitute one set of uniforms annually for an FR rated jacket or one set of FR rated coverall bibs for the Electric Department, and appropriate jacket and bibs for the Water Department.

**Section 14. Statement of Accrued Leave.** Employer shall provide each bargaining unit employee with a statement and accounting as to accrued and utilized vacation and sick leave days at least once each quarter.

**Section 15. Replacement of Tools.** Any tools, which are provided by the City and which management determines to be excessively worn, broken or unsafe, shall be replaced by the City. The employee shall turn in the worn, broken or unsafe tool before it will be replaced.

**Section 16. Live Line Work.** Two journeymen working together shall be employed on all live lines or live high tension equipment transmitting in excess of 600 volts. However, in the alternative, an apprentice with eighteen (18) months experience may assist a journeyman in performing such work if deemed qualified by management. Apprentices shall not be permitted to work on any live lines or high tension equipment transmitting in excess of 600 volts without appropriate supervision. Only qualified personnel shall be used for tree trimming work around energized power lines of over 600 volts.



**Section 17. Inclement Weather.** Management agrees to continue the inclement weather policy as is presently in effect, namely, that except in cases involving power outages or other emergencies determined by management, no employees shall be required to work outside in unsafe weather conditions on energized lines and equipment.

**Section 18. Reporting Location.** Unless otherwise advised by management, the normal reporting location for commencing and ending shifts shall be 45 Monroe Street.

**Section 19. Personal Cell Phone Use.** Employees shall refrain from using a personal cell phone during work hours except during designated break times and such other times as may be authorized by a supervisor.

**Section 20. Licensing Requirement.** As a condition of continued employment, employees in the classification of Operator and Leadman are required to possess and maintain a D-4 and S-4 license. Newly hired employees will be provided a period of twenty-four months to secure the required licenses.

**Section 21. Electrical Lineman Apprenticeship Reimbursement and Rates.** The Employer and the IBEW recognize that training of apprentices is a necessary and highly important part of the Electrical Power Line Industry for Employees, Employers, and the Public. The parties recognize that this requires a commitment from the Employee as well as the Employer to ensure high quality training. The Employer is committed to utilizing only those programs approved and registered as bona fide apprenticeship programs with the Federal Department of Labor.

As part of this commitment, the parties agree, and the apprentice shall be required to sign an agreement to this effect with the Employer as part of the enrollment, that tuition and book costs may be recovered from the apprentice upon completion under the following circumstances:

Any Journeyman having completed the program and leaving employment within 12 months of completion shall repay 100% of the cost of tuition and books paid for by the Employer.

If leaving employment between 12 and 24 months, the Journeyman shall repay 75% of the cost of tuition and books paid for by the Employer.

If leaving employment between 24 and 36 months, the Journeyman shall repay 50% of the cost of tuition and books paid for by the Employer.

Finally, if leaving employment between 36 and 48 months, the Journeyman shall repay 25% of the cost of tuition and books paid for by the Employer.

These provisions apply to apprentices hired and indentured into the training program after July 1, 2018.

These requirements will not apply to any Journeyman leaving employment due to injury, illness, sickness, retirement, discharge, layoff, or leaving the trade for a different industry.

## ARTICLE XXVII

**SEPARABILITY AND SAVINGS CLAUSE**

In the event that any provision of this Agreement shall be at any time declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**ARTICLE XXVIII**  
**PERIOD OF AGREEMENT – APPROVAL**

This Agreement, when signed by the proper officers of the City and Local Union No. 876, after or with the approval of the legislative body of the City and the President of the International Brotherhood of Electrical Workers, shall become effective as of October 7, 2021 and shall remain in full force and effect through June 30, 2024, at which time the Agreement may be opened for re-negotiation upon written notice given by either party to the other at least sixty (60) days prior to the expiration of the Agreement. Failure by either party to give such written notice within the time specified shall serve to automatically extend the Agreement on a year to year basis until such time as either party gives written notice to the other not less than sixty (60) days prior to the expiration of the then current contract year.

**ARTICLE XXIX**  
**EMERGENCY MANAGER**

Rejection, Modification, or Termination of Agreement After Appointment of Financial Manager. The terms of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. A financial manager appointed pursuant to that Act may reject, modify, or terminate one or more terms of this Agreement.

**City of Hillsdale**

**International Brotherhood  
Electrical Workers Local 876**

\_\_\_\_\_  
Adam Stockford, Mayor

\_\_\_\_\_  
Chad Clark, Business Agent

\_\_\_\_\_  
Katy Price, City Clerk

**Appendix A  
WAGES**

The following tables reflect the wage rates negotiated based on the following:

**Electric Department**

Groundman will receive the following:

October 7, 2021 – 4% wage increase

July 1, 2022 – 3% wage increase

July 1, 2023 – 3% wage increase

Service Technician  
will receive the following:

October 7, 2021 – 2% wage increase

July 1, 2022 – 2.5% wage increase

July 1, 2023 – 2.5% wage increase

Class A Lineman, Line Leader, and Line Foreman will receive the following:

October 7, 2021 – 5% wage increase

July 1, 2022 – 4.5% wage increase

July 1, 2023 – 4.5% wage increase

Apprentice wage steps will be calculated as a percentage of the Journeyman Lineman wage rate.

Step 1: 65% of Lineman Wages

Step 2: 70% of Lineman Wages

Step 3: 75% of Lineman Wages

Step 4: 80% of Lineman Wages

Step 5: 85% of Lineman Wages

Step 6: 90% of Lineman Wages

Step 7: 95% of Lineman Wages

Any employee currently entering the apprenticeship program with a wage rate higher will remain at the higher rate until they catch up to the appropriate step.

## Water Department

Water Department employees will receive the following:

October 7, 2021 – 4% wage increase

July 1, 2022 – 2.5% wage increase

July 1, 2023 – 3% wage increase

### Union Wage Scale

October 7, 2021 until June 30, 2022

#### **Electric**

Classification	Start	6 Months	12 Months	18 Months	Max
Groundman	\$ 21.61	\$ 21.99	\$ 22.33	\$ 22.66	\$ 23.00
Class A Lineman	\$ 38.58		\$ 39.86		\$ 41.17
Line Leader			\$ 41.76		\$ 42.33
Line Foreman			\$ 42.90		\$ 44.06
Service Technician	\$ 24.85	\$ 24.99	\$ 25.34	\$ 25.68	\$ 26.00
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$25.08	\$27.01	\$28.94	\$30.86	\$32.79
	5000-6000	6000-7000			
	\$34.72	\$36.65			

#### **Water**

Classification	Start	6 Months	12 Months	18 Months	Max
Operator	\$ 21.23	\$ 21.80	\$ 22.36	\$ 22.95	\$ 23.50
Foreman	\$ 24.04		\$ 25.27		\$ 26.50

#### **Additional Pay:**

S3	\$0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

July 1, 2022 to June 30, 2023

**Electric**

Classification	Start	6 Months	12 Months	18 Months	Max
Groundman	\$ 22.26	\$ 22.65	\$ 23.00	\$ 23.34	\$ 23.69
Class A Lineman	\$ 40.32		\$ 41.65		\$ 43.02
Line Leader			\$ 43.64		\$ 44.23
Line Foreman			\$ 44.83		\$ 46.04
Service Technician	\$ 25.47	\$ 25.61	\$ 25.97	\$ 26.32	\$ 26.65
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$26.21	\$28.22	\$30.24	\$32.26	\$34.27
	5000-6000	6000-7000			
	\$36.29	\$38.30			

**Water**

Classification	Start	6 Months	12 Months	18 Months	Max
Operator	\$ 21.76	\$ 22.35	\$ 22.92	\$ 23.52	\$ 24.09
Foreman	\$ 24.64		\$ 25.90		\$ 27.16

**Additional Pay:**

S3	\$0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

July 1, 2023 to June 30, 2024

**Electric**

Classification	Start	6 Months	12 Months	18 Months	Max
Groundman	\$ 22.93	\$ 23.33	\$ 23.69	\$ 24.04	\$ 24.40
Class A Lineman	\$ 42.13		\$ 43.52		\$ 44.96
Line Leader			\$ 45.60		\$ 46.22
Line Foreman			\$ 46.85		\$ 48.11
Service Technician	\$ 26.11	\$ 26.25	\$ 26.62	\$ 26.98	\$ 27.32
Apprentice	0-1000 hours	1000-2000	2000-3000	3000-4000	4000-5000
	\$27.39	\$29.49	\$31.60	\$33.70	\$35.81
	5000-6000	6000-7000			
	\$37.92	\$40.02			

**Water**

Classification	Start	6 Months	12 Months	18 Months	Max
Operator	\$ 22.41	\$ 23.02	\$ 23.61	\$ 24.23	\$ 24.81
Foreman	\$ 25.38		\$ 26.68		\$ 27.98

**Additional Pay:**

S3	\$0.50		S2	\$0.50
D3	\$0.50		D2	\$0.50

All Raises will be on July 1 each consecutive year

Water Operator classification will be required to obtain S4, D4 licenses within 24 months of employment.



## **APPENDIX B: HEALTH INSURANCE**

The hospitalization insurance plan is Priority Health POS – Option 1. A summary of the coverage is set forth in the attached Benefits Summary.

## LETTER OF UNDERSTANDING

1. **Emergency Manager.** This collective bargaining agreement contains language that is required under Section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the Union's right to raise the Constitutional and/or other legal challenges to the validity of: (a) appointment of Emergency Financial Manager; (b) PA 426 of 2012 (Local Financial Stability and Choice Act); or (c) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.
2. **Apprentice Wage Rate Realignment.** Effective October 7, 2021, Apprentice wage steps will be calculated as a percentage of the Lineman wage rate. Any employee currently entering the apprenticeship program with a wage rate higher will remain at the higher rate until they catch up to the appropriate step.
3. **Operator Classification.** Employees in the Operator classification as of July 1, 2017 without the required licenses will be provided with a period of 24 months to secure these required licenses.
4. **Tenure Program.** The provisions of Article XIII, Section 17 notwithstanding, the longevity payments for employees hired before 7-1-2016 will be frozen at the amounts they will receive on 1-1-2017 if higher than the 5 year step, but employees will be allowed to advance to the five year step before freezing the accrual.
5. **2022 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2022, upon written notice to the other party served not later than October 1, 2021, provided that the insurance rates for 2022 are projected to increase by more than 10% over the cost for 2021. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).
6. **2023 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2023, upon written notice to the other party served not later than October 1, 2023, provided that the insurance rates for 2023 are projected to increase by more than 10% over the cost for 2021. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).
7. **2024 Medical Insurance Reopener.** The provisions of Article XXV notwithstanding, it is agreed that this Agreement may be opened during its term at the option of either party on January 1, 2024, upon written notice to the other party served not later than October 1, 2023, provided that the insurance rates for 2023 are projected to increase by more than 10% over the cost for 2023. If this Agreement is reopened pursuant to this paragraph, the reopener negotiations shall be limited



to medical insurance provisions (including the coverage to be provided and that amount that employees are to pay for this coverage).

8. In the absence of a Superintendent, all duties per contract will revert to the Director of Utilities or City Manager.

9. Each union employee will receive a \$750 signing bonus the next pay after ratification of the 2021-2024 contract.

10. Apprentice's will move up step raises according to their hours worked. If an apprentice has 7000+ hours but has not completed lineman school then they will stay at the 6000-7000 hour step until completion.

**City of Hillsdale**

**International Brotherhood  
Electrical Workers Local 876**

\_\_\_\_\_  
Adam Stockford, Mayor

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Chad Clark, Business Agent

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Katy Price, City Clerk

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# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** October 18, 2021

**Agenda Item # :** Old Business

**SUBJECT:** Joint City Manager / BPU Director Appointment

**BACKGROUND PROVIDED BY STAFF:** David Mackie, City Manager

### **BACKGROUND:**

On September 7<sup>th</sup> the Council discussed the possibility of a joint City Manager / BPU Director appointment to save money in the General Fund. Council recommended sending the idea to the O&G Committee for further discussion and to make a recommendation back to the full Council for consideration. On October 14<sup>th</sup> the O&G Committee met to discuss the concept with members of the BPU Personnel Committee. Those present at the meeting: Councilman Morrisey, Councilman Sharp, Councilman Briner, BPU board member Howard and BPU board member Hodshire. The attached information was requested from the City Manager and discussed by the Committee.

The O&G Committee motioned to recommend to the full Council implementing the joint position as recommended with a 40% City, 60% BPU cost split based on the attached City Manager / BPU Director Contract. Results of combining the positions will be reviewed in June 2022 and bi-annually thereafter.

### **RECOMMENDATION:**

City Council discuss and consider approving the O&G Committee's recommendations with the attached joint City Manager / BPU Director contract.

O&G Committee  
Joint City Manager / BPU Director Information  
October 12, 2021

The following provides information and answers to frequently asked questions about the proposal before the City Council to appoint the City Manager to serve as both the City Manager and BPU Director.

1. Can one person be appointed to the two positions legally?

Yes. The City Attorney has reviewed this question and concurs it would be allowed according to Charter.

2. What positions would be effected by this move?

City Manager, BPU Director, and Electric Superintendent. Attached is the City Manager language from the Charter and the three job descriptions. If the O&G Committee recommends, and City Council decides to move forward with, appointing a joint City Manager and BPU Director, a recommendation would be made to change the title of Electric Superintendent to Electric Director.

3. Why is the City considering a joint appointment of the two positions?

To operate more efficiently and save money in the General Fund by being able to split the wages and benefits of the joint appointment. The savings will assist the General Fund in maintaining the City's current level of services. Savings totaling \$150,000 per year are needed in the General Fund. In addition to this move additional cost saving measures are being examined.

Upon the joint appointment of the City Manager and BPU Director positions the current BPU Director would fill the currently vacant Electric Superintendent, or Electric Director position if re-titled. This will allow him to focus his efforts on the Electric Department and all the changes going on in the electric industry.

4. Is it possible for one person to effectively handle what has typically been done by two people?

Yes, this type of move happens all the time in the private sector to save money. The current City Manager is experienced in electric, water and sewer operations, has a proven track record for the City and has expressed his willingness to consider such a move.

5. In the future could the joint positions revert back to being held by two people?

Yes, the City Council and BPU Board will monitor the move to make sure it's working effectively for both sides. It's possible upon the hiring of a new city manager, in the future, that the roles might be split back up. This is very similar to Scott Hephner serving in both the Fire and Police Chief roles. Upon Chief Hephner's retirement we will need to decide if two chiefs will be named or one for both these positions.

6. Wage comparison of like positions:

Position	Marshal	Coldwater	Sturgis	Hillsdale
City Manager	\$126,623+	\$118,000+	\$119,668+	\$118,000+
BPU/Elec. Dir.	\$135,000*	\$146,000+*	\$120k-\$130k*	\$110,486+
Electric Supr.	\$100,000*	\$115,000	\$90k-\$100k*	\$100k-\$110k*

\* Vacant

+ Car Allowance – Marshall City Mgr. is provided a vehicle, Coldwater City Mgr. \$350/month allowance, Coldwater BPU Dir. \$5,000/year allowance, Sturgis City Mgr. \$600/month allowance, Hillsdale City Mgr. \$250/month allowance and Hillsdale BPU Dir is provided a vehicle.

Note: Some of the above positions are used differently than how Hillsdale would plan on using our positions moving forward.

7. Recommendation from City Manager on wages associated with the Electric Superintendent (Director) position.

Based on current market rate for this position, I would recommend a starting wage range of \$100,000 to \$110,000 per year. Our current BPU Director has extensive power plant operation experience, which should move him toward the mid to upper end of the wage range.

8. Recommendation from City Manager on wages associated with the joint City Manager / BPU Director position.

- a. To come up with the following recommendation I sought out the assistance of two professionals in the public administration arena. The first is a professor of political science at SVSU and the second is Dr. Lou Bender. Dr. Bender has done training in Hillsdale and leads the Michigan Public Service Institute. Both concurred that there are no examples of this being done in the public sector to use as a baseline. However, based on Dr. Bender's experience he suggested a fair range for assuming a second position would be 40%-50% of the position's wages. He also suggested that splitting the cost based on revenue would be reasonable.
- b. Based on the above advice and current market rates for these positions in the region, I recommend a starting wage of \$158,600 per year. That consists of Hillsdale's City Manager's current wage of \$118,100 plus \$40,500 for the additional duties and responsibilities. The additional wages is 30% of Marshall's Electric Director's wages hiring expectation of \$135,000. Marshall is being used as the regional average.
- c. Recommend modifying the motor vehicle car allowance in Section 4H of the City Manager's current contract to \$400/month from \$250/month. The BPU Director position will require additional travel.
- d. Recommend modifying the severance benefit language in Section 7iv of the City Manager's current contract to read, "six (6) months of basic salary, plus an additional one (1) month of basic salary for every two (2) full years of total service, up to a maximum benefit of no more than twelve (12) months".

## 9. Financial Analysis

The O&G Committee will need to recommend to the City Council what cost split should be used for the joint position. The two options below are a 40/60 split based off budget size (BPU has a larger budget) and a standard 50/50 split.

### Proposed Wages and Benefits Joint Position

\$118,100	City manager current wages
<u>\$ 40,500</u>	Added wages (\$135,000 x 30%)
\$158,600	Proposed total wages
\$ 4,800	Car allowance
<u>\$ 50,752</u>	Benefits (32% of salary)
\$214,152	Total joint position cost

	Current State - Total Costs			
	City	BPU	Total	
City Manager	163,500		163,500	
BPU Director		178,200	178,200	*
Electric Superintendent		135,500	135,500	*
	<u>163,500</u>	<u>313,700</u>	<u>477,200</u>	

\* Adjusted to current market conditions

	Proposed Split - 40/60		
	City - 40%	BPU - 60%	Total
City Manager/BPU Director	85,661	128,491	214,152
Electric Director		140,900	140,900
	<u>85,661</u>	<u>269,391</u>	<u>355,052</u>

Total Savings	78,079	44,669	122,148
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	Proposed Split - 50/50		
	City - 50%	BPU - 50%	Total
City Manager/BPU Director	107,076	107,076	214,152
Electric Director		140,900	140,900
	<u>107,076</u>	<u>247,976</u>	<u>355,052</u>

Total Savings	56,424	65,724	122,748
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10. Timeline for implementation of the suggested changes if approved by City Council?

November 1, 2021.

11. Recommendation for evaluation of the combined positions?

I would recommend evaluating the combined positions in June 2022 and bi-annually thereafter.

12. Attached is a redlined version of the combined contract with the above changes for discussion.

# **Hillsdale City Manager**

## **Job Description**

### **Primary Duties**

- 1) To appoint with the consent of the Council, the heads of the following City Departments; City Engineer; Superintendent of Streets, Sewer, and Rubbish; Superintendent of Electric Power and Water Plant; Superintendent of Electric and Water Distribution; Superintendent of Disposal Plant; Water Analyst; and to remove such department heads with the consent of the Council.
- 2) To see that all department heads of the several City Departments completely and faithfully perform their respective duties.
- 3) To coordinate and supervise all public improvements, works and undertakings of the City. The City Manager shall have charge of the construction, repair, maintenance, and cleaning of streets, sidewalks, bridges, pavements, sewers, and of any and all other public buildings or property belonging to the City. Also, shall coordinate and supervise all City utilities and shall be responsible for the preservation of property, tools, and appliances of the City, and shall maintain an inventory of all City owned property.
- 4) To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise, or in any contracts, are faithfully kept and performed.
- 5) To recommend an annual budget to the Council and to administer the budget as finally adopted under policies formulated by the Council and to keep the Council fully advised at all times as to the financial condition and needs of the City; establish and maintain a central purchasing service for the several administrative units of the City.
- 6) To recommend to the Council for adoption such measures as deemed necessary or expedient; attend all meetings of the Council and Board of Public Works, with the right to take part in all discussions, but without the right to vote.
- 7) To exercise and perform all administrative functions of the City that are not imposed by this charter or any City ordinance upon some other official.
- 8) To perform such other duties as may be prescribed by this charter or as may be required by ordinance or by direction of the Council.



- 9) To create a plan for the future development and maintenance of the City's economy and infrastructure.
- 10) Maintain an open door policy with citizens of the city.
- 11) Keep informed and make presentations to councils, boards, commissions, civic groups and the general public.

### **Qualities**

- 1) Dedication – devoted to the City of Hillsdale and its people and businesses.
- 2) Leadership – Possessing the ability to motivate a group of people toward a common goal. To be open and honest even when opinions are not popular. To be respectful of the ideas of others.
- 3) Judgment – Ability to consider the facts and circumstances before making a decision.

### **Qualifications**

Requires a minimum of a Bachelor's degree. At least three to five years of experience in management position. The ability to successfully complete all the duties listed in this job description. Preferences for an individual with a graduate degree in public administration, law or a related field and/or with three or more years of experience as a city manager or an assistant city manager.

### **Compensation**

Compensation is commensurate with experience.

#### Section 4.6. - City manager appointment.

The Council shall, within 90 days after any vacancy exists in the position of City Manager, appoint a City Manager for a period of not less than one year nor more than five years and shall fix his compensation. The City Manager shall be chief administrative officer of the City government. He shall be selected on the basis of his executive and administrative qualifications with special reference to his training and experience and without regard to his political or religious preferences. If he is not a resident of the City at the time of his appointment, he shall become a resident thereof within 90 days after his appointment, and shall so remain throughout his tenure in office. No member of the Council shall be eligible for the position of City Manager within two years after the expiration of his last term on the Council. The City Manager shall hold office at the pleasure of a majority of the City Council, but he shall not be removed from office during a period of 90 days following any regular City election except by the affirmative vote of seven members of the City Council.

#### Section 4.7. - Function and duties of city manager.

The functions and duties of the City Manager shall be:

- (a) To appoint, with the consent of the Council, the heads of the following City Departments: City Engineer; Superintendent of Streets, Sewer, and Rubbish; Superintendent of Electric Power and Water Plant; Superintendent of Electric and Water Distribution; Superintendent of Disposal Plant; Water Analyst; and to remove such department heads with the consent of the Council.
- (b) To see that all department heads of the several City Departments completely and faithfully perform their respective duties.
- (c) To coordinate and supervise all public improvements, works and undertakings of the City. He shall have charge of the construction, repair, maintenance, and cleaning of streets, sidewalks, bridges, pavements, sewers and of any and all other public buildings or property belonging to the City. He shall coordinate and supervise all City utilities and shall be responsible for the preservation of property, tools, and appliances of the City, and shall maintain an inventory of all City owned property.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise, or in any contracts, are faithfully kept and performed.
- (e) To recommend an annual budget to the Council and to administer the budget as finally adopted under policies formulated by the Council and to keep the Council fully advised at all times as to the financial condition and needs of the City; establish and maintain a central purchasing service for the several administrative units of the City.
- (f) To recommend to the Council for adoption such measures as he may deem necessary or expedient; attend all meetings of the Council and Board of Public Works, with the right to take part in all discussions, but without the right to vote.
- (g) To exercise and perform all administrative functions of the City that are not imposed by this charter or any City ordinance upon some other official.
- (h) To perform such other duties as may be prescribed by this charter or as may be required of him by ordinance or by direction of the Council.



## **Hillsdale Board of Public Utilities Job Description**

**Job Title:** Director of Utilities

**Department:** Administration

**Reports To:** Board of Public Utilities

**FLSA Status:** Exemption

**SUMMARY:** Plans and directs the activities of the utility departments by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Plans, coordinates and controls the daily operations of the utilities through the supervisors and assigns responsibilities to ensure quality and timeliness of independent decisions required to provide continuous service to public and safety of workers.
- Establishes current and long-range goals, objectives, plans and policies, subject to approval by the Board of Public Utilities.
- Develops annual operating budget, ensures compliance and oversees the adequacy and soundness of the utilities' financial structure.
- Investigates, evaluates and determines the best application of new developments in the electric power industry, water and wastewater treatment by staying apprised of current and proposed legislation and attending seminars and work sessions.
- Anticipates and forecasts power consumption and economic trends, capital improvements and makes related decisions in order to keep facilities and systems operation current with economic and environmental changes and requirements.
- Cooperates and collaborates with City officials and representatives of other organizations in solving interrelated administrative, organizational and technical problems.
- Coordinates the overall functions and operation of the utility departments with the Board of Public Utilities, City Council, and City Manager.
- Represents the Board of Public Utilities on the various boards and commissions.

**SUPERVISORY RESPONSIBILITIES:** Direct supervision of three subordinate supervisors and one non-supervisory employee. Ultimate responsibility for all public utilities personnel.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the

knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION/EXPERIENCE:** Bachelor's degree (B.A.) from a four-year college or university is preferred. Five years related experience and/or training; or equivalent combination of education and experience.

**LANGUAGE SKILLS:** Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries and complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or Board of Public Utilities and City Council.

**MATHEMATICAL SKILLS:** Ability to work with mathematical concepts such as probability and statistical inferences, and fundamentals of plane and solid geometry. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must have a Valid Driver's License.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Ability to work in an environment with moderate noise produced by computers, printers, copiers and light traffic.



## **Hillsdale Board of Public Utilities Job Description**

**Job Title:** Electric Distribution Superintendent  
**Department:** Administration  
**Reports To:** Electric Distribution Superintendent  
**FLSA Status:** Exempt

**SUMMARY:** Supervises, directs and participates in the maintenance and construction of electrical transmission and distribution lines, substations and equipment located at various points throughout electric power system by performing the following duties:

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Develops annual electric operating and capital budget, ensures compliance in the electric department.
- Assigns and directs subordinate personnel to construct, maintain and repair overhead and underground lines, substations and ancillary equipment.
- Determines materials, tools and equipment needed for the maintenance, repair and construction of transmission and distribution system.
- Searches out problems causing outages and directs crews to restore power.
- Responds to customer complaints/problems.
- Assigns and directs crews to trim trees and remove branches interfering with transmission and distribution lines.
- Conducts primary and secondary metering.
- Coordinates Electric Department activities with other departments.

**SUPERVISORY RESPONSIBILITIES:** Supervises Electric Department.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION/EXPERIENCE:** High school diploma or general education degree (GED), and four to five years related experience; or equivalent combination of education and experience.

**LANGUAGE SKILLS:** Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and government regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups, supervisors, subordinates, customers and the general public.

**MATHEMATICAL SKILLS:** Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

**REASONING ABILITY:** Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Valid driver's license.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must be able to walk, stand and sit.
- Must have hand to finger coordination and the ability to reach with hands and arms.
- Must be able to climb, balance, stoop and kneel.
- Must be able to lift up to 100 pounds.
- Must have clear vision, depth perception, distance vision, and be able to distinguish colors.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Must be able to work in adverse weather conditions and at times extreme conditions.
- Must be able to work in high, precarious places.
- Must be able to work in an environment with high levels of noise.
- Work environment is subject to risk of electrical shock.



EMPLOYMENT AGREEMENT  
CITY MANAGER  
CITY OF HILLSDALE, MICHIGAN

PREAMBLE

The City of Hillsdale (Hillsdale) is a Michigan municipal corporation. It operates under a charter providing for a manager - council form of government. David E. Mackie (Mackie), of Hillsdale, Michigan, currently holds the position of Hillsdale City Manager. Mackie has demonstrated to Hillsdale's satisfaction that he has the skills, education, character and job experience necessary to faithfully discharge the duties of Hillsdale City Manager in a competent, professional manner and that he has, thus far, successfully and satisfactorily discharged his duties as Hillsdale City Manager such that Hillsdale is desirous of extending and expanding his appointment and employment with Hillsdale as City Manager and BPU Director (Manager/Director)in that capacity. For his part, Mackie is desirous of accepting the extension and expansion of his appointment to and employment in the offered positions.

Accordingly, Hillsdale and Mackie agree as follows:

AGREEMENT

Section 1 - Employment; Duties

- A. Hillsdale hereby appoints and employs Mackie as ~~Hillsdale City Manager~~/Director subject to the terms and conditions contained in this agreement.
- B. Mackie hereby accepts employment as ~~Hillsdale City Manager~~/Director subject to the terms and conditions contained in this agreement, and agrees to assume and faithfully discharge, in a professional and competent manner:
  - i. All duties of the office of ~~Hillsdale City Manager~~/Director as are specified by statute, charter and ordinance;
  - ii. Such other duties as are from time to time assigned to him by the Hillsdale City Council with respect to the implementation of the Hillsdale City Council's policy decisions;
  - iii. All other duties as are inherent in and/or incidental to the office of ~~Hillsdale City Manager~~/Director or as may be required of him by direction of the Hillsdale City Council.
- C. During the continuance of this agreement, Mackie shall not perform any services for any other employer (including ~~self-employment~~self-employment) nor serve as an officer or director for another entity except as might be approved, in advance and in writing, by the Hillsdale City Council.
- D. Mackie shall follow the City Charter and shall insure that his subordinates do the same. He shall foster a mission-driven culture among his fellow city staff members that focuses on upholding the City Charter and providing excellence in service to the citizens of Hillsdale.

Section 2 - Term of Employment; At Will Status; Termination

- A. This agreement is for a term commencing on the 1st day of ~~July, November~~ 2018~~21~~ and ending on the 30th day of ~~June~~ ~~October, 2025~~ ~~2028~~, unless it is extended pursuant to a written agreement of the parties, or is earlier terminated as hereinafter provided.
- B. It is specifically agreed and understood between the parties that Mackie's employment status with Hillsdale is "at will" and may be terminated without legal consequence by either party, with or without cause, for any reason not prohibited by law or for no reason at all. Mackie further specifically agrees and acknowledges that there have not been any representations made by or on behalf of Hillsdale to him regarding job security or otherwise that were or might be claimed to have been made to the contrary, whether direct, indirect or by implication, and whether contained in this agreement, an employee or personnel handbook, any other document or writings, oral statements, or any combination thereof.

Section 3 - Hours of Work

- A. Except for scheduled holidays, vacations, sick leave, disability or personal leave, or other approved absence, Mackie's workweek shall consist substantially of the following:
  - i. Attendance at work during daily regular business hours in Hillsdale's City Hall ~~and BPU offices~~;
  - ii. Attendance at all meetings and functions as required by charter, ordinance and/or the Hillsdale City Council, whether within or without the daily business hours in Hillsdale's City Hall;
  - iii. Such other work activities as are necessary to properly and adequately discharge the duties of the office of the ~~Hillsdale City Manager~~ ~~/Director~~, whether within or without daily business hours in Hillsdale's City Hall.

Section 4 - Compensation and Benefits

- A. Basic Salary
  - i. During the continuance of this agreement, unless otherwise modified by the parties in writing, Hillsdale shall pay Mackie a basic salary in equal biweekly payments that is computed on an annualized salary of:  
One Hundred ~~Fifty-eight Five~~ Thousand ~~Six Hundred~~ and 00/100 (~~15805,0600.00~~) Dollars for the period commencing ~~July-November~~ 1, 2018~~21~~ and ending ~~June 30~~ ~~October 30, 2022~~ ~~19~~ (the "Basic Salary").
  - ii. Starting on July 1, 2019 and with each subsequent annual anniversary date, Mackie's Basic Salary shall be automatically increased by two percent (2%). If, under his leadership, the City resurfaces (curb-to-curb) one-half of a linear mile (2,640 ft.) or more of the public streets within the City, to a minimum standard of chip and seal, the Basic Salary shall be increased an additional two percent (2%) for a total increase of four percent (4%). The ~~City Manager~~ ~~/Director~~ shall report on the amount of linear mileage of public streets that were resurfaced in conformity with this provision in the preceding year as part of the ~~City Manager's~~ ~~/Director's~~ annual budget proposal.



B. Insurance and Pension Benefits

- i. Mackie shall be entitled to and shall be provided such health, disability, and life insurance benefits on the same terms and conditions and as are otherwise made available to Hillsdale's other non-union employees.
- ii. Hillsdale agrees to execute all necessary documents for Mackie's participation in the retirement plan provided by the Municipal Employees Retirement System (MERS) B-4 (2.5% multiplier) Plan and to continue to contribute to said plan, during each fiscal year commencing July 1, 2018, subject to said plan's provisions, at the same rate and in the same manner as is applicable to Hillsdale's other non-union employees.
- iii. In addition to Mackie's participation in MERS, Hillsdale agrees to execute all necessary documents for Mackie's participation in the ICMA Retirement Corporation 401(a) Plan during each fiscal year commencing July 1, 2018, subject to the plan's provisions, in an amount equal to fifteen percent (15%) of Mackie's annual Basic Salary.

C. Paid Holidays and Funeral Leave

- i. Mackie shall be entitled to and be provided with the same paid holiday and funeral leave benefits as are provided to Hillsdale's other non-union employees.

D. Vacation, Personal Days, Sick and Disability Leave and Other

- i. Mackie is entitled to and shall receive 20 days of vacation with pay during each 12 months of his employment as City Manager, which shall be earned on a prorated basis over 52 weeks. Vacation days shall be utilized in the year for which they are granted and may not be banked, accumulated, or paid beyond the year for which they are granted.
- ii. Commencing on the effective date of this agreement, Mackie shall be granted sick days with pay in the same number and on the same basis as apply to Hillsdale's other non-union employees.
- iii. Commencing on the effective date of this agreement, Mackie shall be credited with and have personal leave days available for his use on the same basis as apply to Hillsdale's other non-union employees.

E. Professional Development

Hillsdale shall pay, on behalf of Mackie, the following:

- i. Professional dues, membership fees, and subscription fees in or to the International City and County Management Association (ICMA), Michigan Municipal League (MML), Michigan Municipal Executive Association (MME) International Economic Development Council (IEDC), American Public Power Association (APPA), Michigan Municipal Electric Association (MMEA) and Michigan Economic Development Association (MEDA).
- ii. Expenses incurred in connection with Mackie's registration, travel, lodging and attendance at associated events, subject to Hillsdale's City ~~Council's~~Council and/or BPU prior authorization and approval.

- ~~ii-iii.~~ Other short courses, training programs, conferences and seminars which are reasonably related to Mackie's profession as Hillsdale City Manager and/or his continued professional education and standing that are authorized by the Hillsdale City Council;
- ~~iii-iv.~~ Meetings, functions and activities of ICMA, IEDC, MML, MME, APPA, MMEA and MEDA on which Mackie serves as a member with the consent of the Hillsdale City Council;
- ~~iv-v.~~ Meetings, functions and activities wherein Mackie's participation on behalf of Hillsdale is necessary for the protection and advancement of Hillsdale's interests.

F. Attendance and Disclosure Requirements

- i. Mackie shall faithfully attend all courses, training programs, conferences and seminars as are authorized in advance by the Hillsdale City Council. Mackie hereby authorizes the Hillsdale City Council to request and obtain any and all information it might desire concerning Mackie's attendance and performance at any such college courses, training programs, conferences and seminars as it might authorize and require Mackie to attend, including, but not limited to, evaluation reports and assessments of every kind or nature. On request of the Hillsdale City Council, Mackie shall execute and deliver any necessary written release or other authorization as might be necessary to enable the Hillsdale City Council to obtain such information.
- ii. Mackie shall reasonably make available and bring to the attention of the Hillsdale City Council the knowledge possessed and/or acquired by him relating to any methods, developments, or other business information, whether patented, patentable or unpatented, which directly or indirectly concerns any aspect of Hillsdale's operations or business, whether acquired by Mackie before or during his employment with Hillsdale.
- iii. All production, maintenance, technologic, marketing and other business and operational, developmental and/or research knowledge, methods, strategies, customer lists, demographics and other information belonging to or developed by Hillsdale or any of its staff and/or consultants that is not generally known or recognized in the public domain which comes to the attention of Mackie during and as a result of his employment as Hillsdale City-Manager/Director, whether or not conceived by him, shall be deemed to be and shall remain the property of Hillsdale, and shall not be utilized or disclosed by Mackie for any purpose at any time except as is necessary in connection with the fulfillment and discharge of his duties as Hillsdale City Manager/Director pursuant to this agreement.



G. Payment of Other Job Related Expenses

In order to enable Mackie to better perform the services required of him as ~~Hillsdale City-Manager/Director~~, Hillsdale agrees to pay such other expenses as Mackie reasonably and necessarily incurs in his capacity as ~~Hillsdale City Manager/Director~~, all as determined by and in accordance with the policy and procedures regarding such expenditures as have been heretofore adopted or as are hereafter adopted by the Hillsdale City Council.

H. Motor Vehicle

- i. Mackie shall, at his sole expense, own and maintain in a good and safe working order, an appropriate automobile for his own personal use and his exclusive use in the discharge of his duties as ~~Hillsdale City-Manager/Director~~. Mackie shall further maintain, at his sole expense, automobile liability and property damage insurance coverage on said automobile with such limits of liability and with such insurance carrier as are acceptable to Hillsdale.
- ii. In consideration of the foregoing, Hillsdale shall pay Mackie for travel in the course of his employment - ~~Four~~~~Two~~ Hundred ~~Fifty~~ and 00/100 (\$~~250~~~~400~~.00) Dollars per month commencing ~~July~~~~November~~ 1, 20~~18~~~~21~~.

L Cell Phone

Mackie shall maintain a cell phone for his use in connection with and while in the scope of his duties as ~~Hillsdale City-Manager/Director~~, and provide the cell number to Hillsdale, its directors and administrative personnel, and such others as Hillsdale determines. Hillsdale shall pay Mackie - Forty and 00/100 (\$40.00) Dollars per month toward the charges assessed against Mackie for cell phone service.

Section 5 - Discipline Less than Discharge; Cautionary and Disciplinary Suspension

- A. Should, at any time, Hillsdale determine that Mackie is not performing or discharging his duties in a manner which is satisfactory to Hillsdale, as a result of which corrective and/or disciplinary action less than discharge is deemed to be warranted, Hillsdale may suspend Mackie without pay from his obligations and duties as ~~Hillsdale City-Manager/Director~~ for such period as a majority of the Hillsdale City Council, in its sole discretion, deems necessary and appropriate for disciplinary reasons. In that case, Mackie shall be provided with a clear written explanation of the areas of concern and/or deficiencies in performance, the discipline and/or the corrective action to be imposed by Hillsdale or to be taken by Mackie to rectify the situation, and the consequences for failing to do so.
- B. A majority of the Hillsdale City Council may suspend Mackie as a cautionary measure from his obligations and duties as ~~Hillsdale City-Manager/Director~~ at any time and for such period as a majority of the Hillsdale City Council, in its sole discretion, deems necessary and appropriate to protect and safeguard Hillsdale's interests and to otherwise maintain the status quo pending the completion of an investigation by Hillsdale to determine the facts underlying the concerns that give rise to the cautionary suspension and whether a need for disciplinary or additional action is necessary; provided, however, that in the event Mackie is suspended as a

cautionary measure, Mackie shall receive his full pay and benefits throughout its continuance.

- C. Hillsdale's compliance with the provisions set forth in the immediately preceding subparagraph A are not intended and shall not be deemed or construed to require compliance with them as a necessary prerequisite to the imposition of a cautionary suspension, disciplinary suspension, or discharge.

Section 6 - Benefits upon Termination for Cause

- A. If Hillsdale terminates Mackie's employment for cause, Mackie shall be entitled to receive only the following:

- i. Payment for any earned, but unpaid, basic salary prorated to the date of termination;
- ii. Payment for any accrued, but unused, vacation days earned by Mackie through the date of termination;
- iii. Any insurance, pension and/or retirement benefits in which and to the extent Mackie has a vested, non-defeasible interest as of the date of termination as determined under and pursuant to any applicable contracts of insurance, plan documents, statutory and case law, rules and regulations.

"Cause" as used herein shall include, by way of example, but not limitation, Mackie's unwillingness or inability to adequately perform his job duties; insubordination; specific acts or failure to act on Mackie's part that constitute a violation of his obligations under this agreement, the City Charter, the City Code, the Code of Ethics of the International City/County Management Association; specific acts or failure to act on Mackie's part that constitutes a criminal act, misfeasance, malfeasance, nonfeasance, dishonestly, fraud, or misrepresentation; and acts involving moral turpitude or other illegal acts; or other just cause.

It is agreed and understood by and between the parties that no severance shall be paid or payable to Mackie upon termination of this agreement due to: Mackie's death; termination of Mackie's employment at a time when he is unwilling or unable to perform the duties of ~~Hillsdale's City~~ Manager/Director, even with reasonable accommodation; upon Mackie's retirement; or upon the election of either party not to renew or extend this contract upon its expiration according to its terms.

Section 7 - Benefits upon Termination without Regard to Cause

- A. In the event the Hillsdale City Council elects to terminate Mackie's employment with Hillsdale because he no longer serves at the Council's pleasure, without regard to or in the absence of cause, or in the event this agreement expires according to its terms at a time when Mackie is willing and able to perform the duties of ~~Hillsdale City~~ Manager/Director, but Hillsdale elects not to renew or extend it, Mackie shall be entitled to receive only those benefits specifically enumerated in this Section 7 and no others, unless otherwise provided herein, said benefits to consist of:

- i. Payment for any earned, but unpaid, basic salary prorated to the date of termination;



- ii. Payment for any accrued, but unused, vacation days earned by Mackie through the date of termination;  
Any insurance, pension and/or retirement benefits in which and to the extent Mackie has a vested, non-defeasible interest as of the date of termination as determined under and pursuant to any applicable contracts of insurance, plan documents, statutory and case law, rules and regulations;
- iv. A severance benefit, based on Mackie's then-current annual Basic Salary, equal to ~~four-six~~ (46) months of Basic Salary, plus an additional one (1) month of Basic Salary for every two (2) full years of Mackie's then-accrued total service as ~~Hillsdale City Manager/Director~~, up to a maximum total severance benefit of no more than ~~six-twelve~~ (612) months of Basic Salary.

Section 8 - Termination upon Death, Retirement, Voluntary Resignation or Disability

In the event of Mackie's death during the term of this agreement; upon Mackie's retirement based on an attained age or otherwise; or upon the expiration of this Agreement according to its terms at a time when Hillsdale is willing to renew or extend it, but Mackie is not; upon Mackie being unable to perform his duties as City Manager due to disability as described in Section 10Av below; or upon Mackie's resignation; Mackie or, if appropriate, his estate or other eligible beneficiaries, shall be entitled to receive only those benefits as are expressly provided for in Section 6 above.

Section 9 - Payee of Benefits

- A. All benefits payable to Mackie upon termination of this agreement shall be paid or provided to Mackie or, in the event of his death subsequent to termination and before payment of such benefits is made or completed, to Mackie's estate, or, to the extent permissible under then-existing law, and as shown and established to Hillsdale's satisfaction, to a beneficiary or beneficiaries previously designated by Mackie. Upon termination of this agreement, neither party shall have any further obligation to the other whatsoever, except as otherwise specifically provided herein.

Section 10 - Termination of Contract

- A. It is further agreed that, notwithstanding any other provision of this agreement to the contrary, this agreement shall terminate:
  - i. Immediately upon Mackie's death;
  - ii. Automatically at the expiration of this primary or any extended term of this agreement without renewal or extension;
  - iii. Immediately, or at any time, upon a determination by a majority of this Hillsdale City Council that Mackie is no longer serving as ~~Hillsdale's City Manager/Director~~ at its pleasure, whether for any reason not prohibited by law, or for no reason at all;
  - iv. Upon the effective date contained in Mackie's written notice of resignation to the Hillsdale City Council; the effective date of which shall not be less than 60 days after said written notice of

resignation shall be delivered to the Hillsdale City Council, unless otherwise agreed by the parties in writing; or

- v. In the event of sickness and/or disability causing absence from work in excess of the available vacation days, sick days and personal leave days provided by Section 4D of this agreement or under the provisions of the Family and Medical Leave Act, whichever is longer, for which reasonable accommodation cannot be made through modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, so as to enable Mackie to perform the essential functions of his position; and/or to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities; provided, that, in the event of termination under this subsection, Mackie's eligibility for disability benefits will continue to be determined pursuant to Section 4B of this agreement.

#### Section 11 - Records and Files

- A. All records and files utilized or relevant to the operation of Hillsdale's various departments and undertakings, however obtained and by whomever compiled, together with all proprietary information they contain, are, shall be and shall remain the sole property of Hillsdale; provided, however, that Mackie may remove any such records and files from any of Hillsdale's business offices as he deems necessary for his sole and exclusive use in connection with his work as ~~City~~ Manager/Director, but for no other purpose, said records and files to be returned to Hillsdale's business offices immediately upon the completion of the work for which the records and files were removed.
- B. In the event Mackie ceases to be ~~Hillsdale City~~ Manager/Director, all such records and files, together with the proprietary information they contain shall be retained by Hillsdale on premises, and neither Mackie nor any of his heirs, agents, employees assigns, administrators, executors, personal representatives, or legal or other representatives shall have any right of access or possession, or any other right with regard to them.

#### Section 12 - Notices

- A. Any notice required to be given under this agreement shall be made in writing and shall be served upon the person and/or entity to whom or which notice is to be given by either: a) personal delivery; or b) certified mail, restricted delivery, return receipt requested, with postage prepaid.
- B. Notices directed to Mackie shall be directed and delivered to him either at his office within the Hillsdale City Hall or at such different address as he might provide to Hillsdale in writing.
- C. Notices directed to Hillsdale shall be directed and delivered to the Hillsdale City Mayor c/o Hillsdale City Clerk, Hillsdale City Hall, Hillsdale, Michigan 49242.
- D. In the event any notice is directed to a person or entity under and pursuant to this agreement by certified mail, restricted delivery, return receipt requested, but



remains unclaimed and is returned to the sender, said notice may be delivered to said person or entity by ordinary mail to the address set forth in this agreement; provided that the sender obtain, retain and file with Hillsdale's City Clerk a proof of mailing issued by the U.S. Postal Service showing the date of mailing and the name and address of the person and/or entity to whom or which it was mailed, together with the original returned, unclaimed mailing. Such mailing, together with the required filing with Hillsdale's City Clerk, shall constitute compliance with the requirements of this provision regarding notice.

Delivery shall be deemed complete as to notices delivered by personal delivery on the date said notice is delivered to the person or representative of the entity to receive it. Delivery shall be deemed complete as to notices delivered by certified mail, restricted delivery, return receipt requested on the day of mailing if claimed by the addressee; and if unclaimed by the addressee, on the date of filing the required proof of mailing and the original returned and unclaimed certified mailing with Hillsdale's City Clerk as above provided.

#### Section 13 - Assignability

This agreement and the rights and obligations it contains are hereby declared and deemed to be non-assignable by Mackie, in whole or in part, this being a personal service contract.

#### Section 14 - Dispute Resolution

In the event of dispute between Hillsdale and Mackie arising out of or relating to this agreement, other than termination, said dispute shall be resolved by appeal directly to the Hillsdale City Council.

#### Section 15 - Indemnification

Hillsdale shall defend, save harmless and indemnify Mackie from any claim, demand or other legal action for damages as are brought against him based on or arising from the performance or discharge of his duties as ~~Hillsdale City~~ Manager/Director, whether such claims, demands or legal actions are groundless or not, with the exception of any such claims, demands or other legal actions that are based on or arise out of alleged intentional torts, malfeasance in office, dishonesty, fraud, misrepresentation, acts involving moral turpitude, or other illegal acts for which Hillsdale shall have no duty to Mackie under this section or otherwise. Hillsdale agrees to and shall have the right to defend, compromise and/or settle any claims, demands or other legal actions for which there is coverage under this section as it, in its sole discretion deems appropriate.

As a prerequisite to Hillsdale's initial and continued obligations to Mackie pursuant to this section, Mackie shall faithfully and fully cooperate with Hillsdale to the extent and as is determined necessary by Hillsdale in the investigation, response to and defense against any claims, demands or other legal actions for which Mackie is entitled to protection pursuant to this section. It is further agreed and understood, that should Mackie fail or refuse to cooperate as herein provided, Hillsdale shall be deemed to be excused from all obligations it would otherwise have to defend, save harmless and indemnify Mackie for any claim, demand or

other legal action for damages asserted against him based on or arising from the discharge of his duties as ~~Hillsdale City~~ Manager/Director as above provided.

It is further agreed that the provisions of this section and the obligations of the parties to one another under it shall survive and extend beyond termination of employment and/or the expiration of this agreement.

#### Section 16 - Bonds

Hillsdale shall purchase, at Hillsdale's expense, any bonds as are required of Mackie in conjunction with his performance of his duties as Hillsdale City Manager.

#### Section 17 - Miscellaneous

The following provisions are hereby declared to be adopted by the parties as a part of this agreement and shall be enforceable as appropriate and without limitation without regard to the fact that they are contained in this single section rather, than in separately designated and titled sections.

- i. This agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements and understandings between them relating to Mackie's employment by and with Hillsdale as ~~Hillsdale City~~ Manager/Director.
- ii. Neither this agreement, nor any of its terms, may be modified or amended in any way or to any degree unless in writing and signed by the parties.
- iii. This agreement shall not be construed against either party for the reason that it is a product of their mutual efforts.
- iv. The failure or decision by either party to waive or not enforce any breach of this agreement with regard to any incident or event or series of incidents or events shall not operate as a waiver of said parties' rights to enforce this agreement as to said breach or any similar or other breaches as might occur.
- v. Mackie hereby expressly acknowledges his unconditional and continuing obligation and duty to maintain the confidentiality of Hillsdale's proprietary information at all times and in all circumstances unless otherwise specifically authorized by Hillsdale in writing in advance of any disclosure regarding same, said obligation and duty being without exception or qualification.
- vi. Hillsdale hereby represents that it has taken all necessary steps to authorize its entry into this agreement with Mackie and to make it binding and enforceable against it.
- vii. This agreement shall be governed by and interpreted and enforced under the laws of the State of Michigan, without regard to any principles of conflicts of laws.
- viii. This agreement shall be effective ~~July 1, November 1 2018-2021~~ or on the last date both parties have signed it.




This agreement is hereby declared binding upon the parties and their respective heirs, successors, administrators, executors, and personal representatives.

In witness whereof the parties have set their hands and seals on \_\_\_\_\_, 20:

Employer:  
CITY OF HILLSDALE

Employee:  
DAVID E. MACKIE



Adam Stockford, Mayor

\_\_\_\_\_  
David E. Mackie

~~Stephen M. Finch~~ Katy Price, Clerk

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:**           **October 18, 2021**

**Agenda Item:**           **Old Business**

**SUBJECT:**               **Hillsdale College Barber Drive Sidewalk/Terrace Project Agreement**

**BACKGROUND:**       **Jake Hammel, DPS Director**

As discussed at the October 4, 2021 meeting, Hillsdale College submitted a Right of Way Permit Application for the installation of a sidewalk and retaining wall on Barber Drive from Hillsdale St. to Union St. A retaining wall is necessary due to the incline along the sidewalk, however, it will be within the City's right of way. After discussion with the College, it has been agreed the College will maintain the sidewalk, retaining wall, landscape, and crosswalk signage in perpetuity. An agreement between the City and the College has been drafted by the City Attorney stating as such. It will be recorded with the Register of Deeds upon signature.

## **RECOMMENDATION**

I recommend Council approve the agreement and authorize signatures by the Mayor and Clerk.

**RIGHT OF WAY SIDEWALK AND RETAINING WALL INSTALLATION, USE, AND  
MAINTAINANCE AGREEMENT**

**Hillsdale College  
Barber Drive**

**This Agreement** dated this \_\_\_ day of October, 2021, between the City Of Hillsdale, Michigan, a Michigan Municipality, of 97 N. Broad Street, Hillsdale, Michigan 49242, (“CITY”) and Hillsdale College, a Michigan Non-Profit Corporation, of \_\_\_\_\_ Hillsdale, MI 49242 (“Hillsdale College”), is based upon the following:

**WHEREAS** Hillsdale College has undertaken the installation of certain sidewalk and a corresponding Retaining Wall within the Barber Drive right-of-way which is a public street located in the City of Hillsdale; and

**WHEREAS** the City has issued a permit to Hillsdale College authorizing Hillsdale College, at its sole and ongoing expense, to install a Sidewalk and corresponding Retaining Wall as well as a mid-block crossing crosswalk safety sign within the Barber Drive Street right-of-way; and

**WHEREAS** the permission granted by the City to Hillsdale College to install the Sidewalk and corresponding Retaining Wall as well as a mid-block crossing crosswalk safety sign within the Barber Drive Street right-of-way is expressly conditioned upon Hillsdale College and its successors in interest bearing all expenses in perpetuity associated with the installation and ongoing maintenance of the Sidewalk, Retaining Wall, and mid-block crossing crosswalk safety sign as well as the express agreement by Hillsdale College and its successors in interest to fully indemnify and hold the City harmless from any and all claims of whatever nature associated with the use of the Sidewalk, the Retaining Wall, and the mid-block crossing crosswalk safety sign; and

**WHEREAS** the Sidewalk and retaining Wall will be located and run from a point approximately One Hundred Thirty (130) east of Hillsdale Street and shall continue for approximately One Hundred Forty Five (145) feet along and within the Barber Drive Street right-of-way; and

**WHEREAS** the Retaining Wall shall be located a minimum of One (1) foot from the Northern edge of the Sidewalk as depicted in the Specifications attached hereto as Exhibit “A”.

**NOW THEREFORE**, in consideration of the above premises as well as the rights, duties, and obligations set forth below:

**IT IS HEREBY AGREED** that in consideration of City’s willingness to allow Hillsdale College to install the Sidewalk, corresponding Retaining Wall, and a mid-block crossing crosswalk safety sign within the Barber Drive Street right-of-way all of which are to be purchased and installed at Hillsdale College’s sole expense, Hillsdale College, its lessees, licensees, contractors, successors in interest, and assigns, shall be solely responsible on an ongoing basis for the payment of any and all expenses, including but not limited to, costs of maintaining the Sidewalk, Retaining Wall, and mid-block crossing crosswalk safety sign and further shall indemnify and hold the City of Hillsdale, Michigan harmless from any and all expenses necessary to install, repair, replace, maintain, or remedy the Sidewalk, Retaining Wall, and mid-block crossing crosswalk safety sign

as well as from any and all claims of whatever nature rising from the use of the sidewalk or the condition of the Sidewalk and Retaining Wall.

Dated: October \_\_, 2021.

**HILLSDALE COLLEGE**

By: \_\_\_\_\_,  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS:  
COUNTY OF HILLSDALE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2016, by \_\_\_\_\_, \_\_\_\_\_, Hillsdale College.

\_\_\_\_\_  
John P. Lovinger, Notary Public  
Hillsdale County, Michigan  
My Commission Expires: 03-11-2024  
Acting in Hillsdale County, Michigan

**CITY OF HILLSDALE, MICHIGAN**

\_\_\_\_\_  
By: Adam Stockford, Mayor

\_\_\_\_\_  
By: Katie Price, City Clerk

STATE OF MICHIGAN     )  
  )SS:  
COUNTY OF HILLSDALE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2016, by Adam Stockford, Mayor, and : Katie Price, City Clerk, City of Hillsdale, Michigan

\_\_\_\_\_  
John P. Lovinger, Notary Public  
Hillsdale County, Michigan  
My Commission Expires: 03-11-2018  
Acting in Hillsdale County, Michigan

Received by J. Kammarel  
 Date 6-25-21  
 Amount Rec'd \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Permit # 3895



**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

<u>Hillsdale College</u> Applicant's Name	<u>6/25/21</u> Date	<u>Parnish Excavating Inc</u> Contractor's Name	<u>6/25/21</u> Date
<u>33 E College St</u> Mailing Address		<u>65 Cole St</u> Mailing Address	
<u>Hillsdale, MI</u> City State	<u>49242</u> Zip Code	<u>Quincy MI</u> City State	<u>49082</u> Zip Code
<u>517 437 7341</u> Telephone Number		<u>517 439 4656</u> Telephone Number	

**DESCRIPTION OF WORK OR USE:**

Installation of the Hayden Park sidewalk

LOCATION: (Drawing to be provided)  
Barber Dr from Hillsdale St to Barber Dr UNION ST.

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:  
Sidewalk

TIME PERIOD:  
 COMMENCING DATE: 7/12/21 TIME: 7 AM ENDING DATE: 12/31/21 TIME: 3 PM

**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:

 06-30-21  
\_\_\_\_\_  
Director, Department of Public Services

MMUTCD traffic control required at all times. Notify DPS for compaction, form, and final inspection. Install drive approaches per MDOT detail L. All cross slopes and running slopes must be ADA compliant; the only exception will be running slopes that match street slope. Adhere to all MDOT specs specified on drawing/notes. All pavement markings shall be cold plastic. Consult with DPS prior to installing/reinstalling all signs for placement/height/etc. Illuminated beacon crosswalk signs to be installed at west midblock crossing (agreed upon by Mackle/Pewe). DPS can purchase however,

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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

\_\_\_\_\_  
Chief of Police

preference would be to approve the illuminated beacon signs purchased by contractor/applicant. Submit approved EGLE permit, and bridge plans to City Engineer for approval before starting bridge construction. If sidewalk is completed before bridge approval, sidewalk must remain closed with MMUTCD compliant closure until bridge is completed. Adjust walk to avoid drainage structures in IM field frontage, or replace covers/casting for ADA compliance if structures are located in the sidewalk. Coordinate pole and downguy adjustments with Hillsdale BPU before commencing work.

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Bond Received \$ \_\_\_\_\_

Fee Received \$ 335.00

\_\_\_\_\_  
City Clerk

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

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

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

**Staff Use Only**

---

Recommendation for Issuance

Approved  Denied

*Jared Lavel* 09-29-21  
\_\_\_\_\_  
Director, Department of Public Services

Director Comments:

AMENDED 09/29/21: Use agreement for maintenance of retaining wall/landscaping, pedestrian bridge, and flashing mid-block crossing signs in perpetuity. Install retaining wall 1' minimum behind sidewalk at the base. Submit approved EGLE permit, and bridge plans to City Engineer for approval before starting bridge installation. Submit illuminated mid-block crossing signs to DPS for approval before purchase (alternatively DPS can make a recommendation for purchase for vendor/brand upon request)

---

Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

\_\_\_\_\_  
Chief of Police

Bond Received \$ \_\_\_\_\_

Fee Received \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk

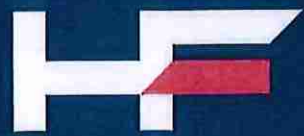
Note: All payments must be received and recorded before permit is valid.

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](mailto:jhammel@cityofhillsdale.org)

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

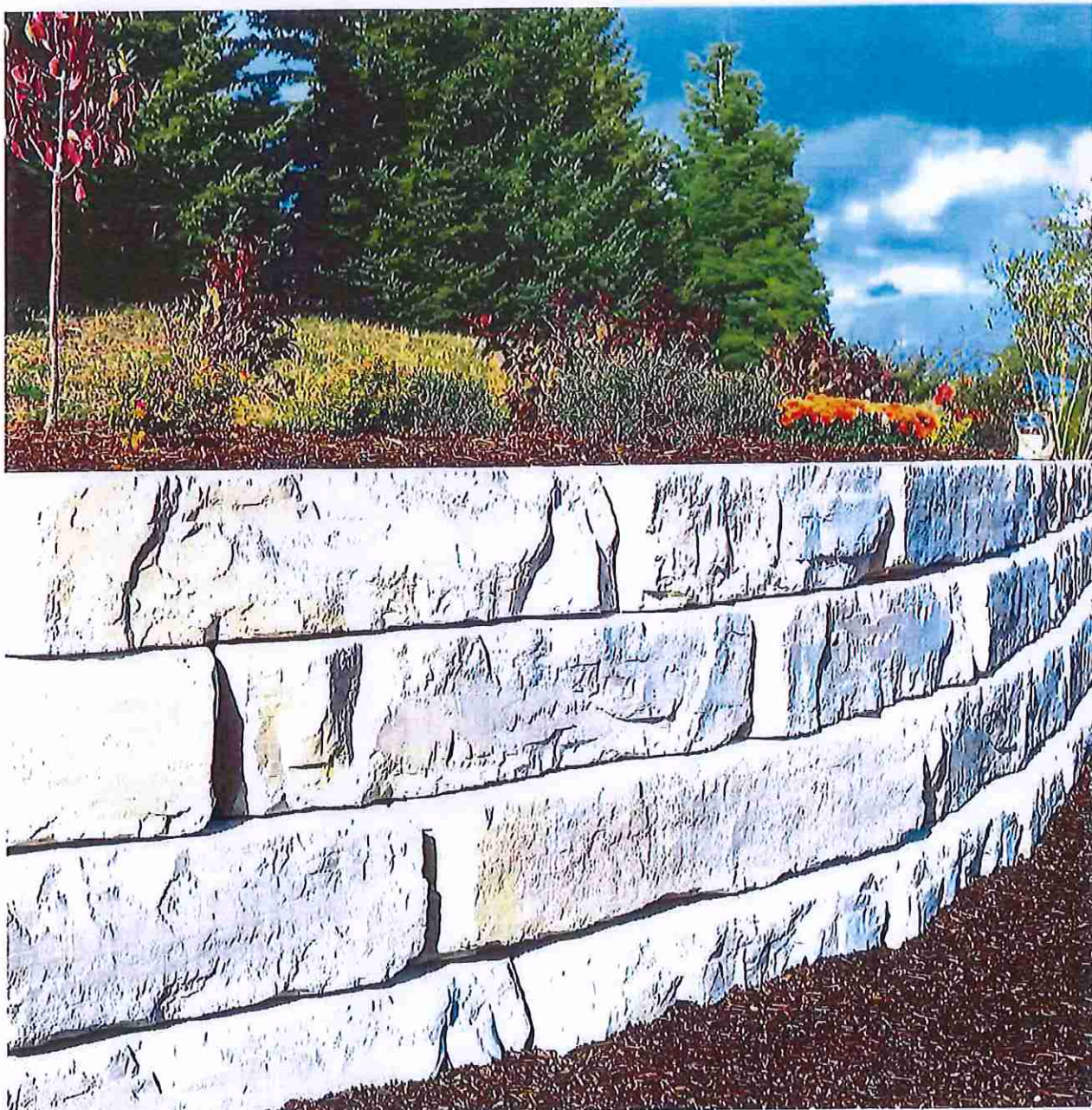






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**GRAND LEDGE WALL**



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**(877) 777-6558**



# GRAND LEDGE WALL



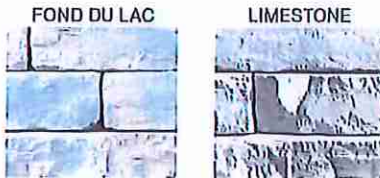
## FEATURES

- The look of natural ledgestone: bold in scale, with consistent dimensions for faster installation
- 24 unique wall textures
- Quality materials equals long term durability
- Four additional 5-sided blocks can be used as 90-degree returns
- Engineerable wall system with capabilities of 5' to 6' gravity walls with optimal site conditions

## TECHNOLOGY

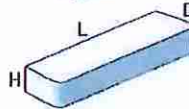
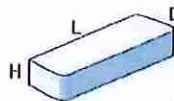
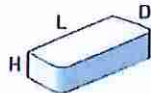
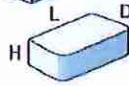
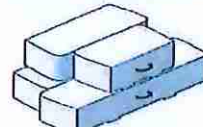
WETCAST

## COLOR OPTIONS



Dimensions are nominal.  
Specifications are subject to change.

## WALL PALLET



Weight: 4,000± lbs (inc. pallet)  
Coverage: 18 face feet

### UNIT: 3'

Dimensions: 96"L x 20"D x 12"H  
Weight: 650± lbs  
Units Per Pallet: 1

### UNIT: 4'

Dimensions: 48"L x 20"D x 12"H  
Weight: 865± lbs  
Units Per Pallet: 1

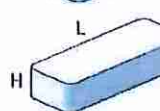
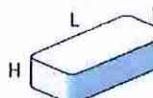
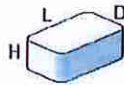
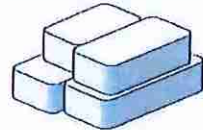
### UNIT: 5'

Dimensions: 60"L x 20"D x 12"H  
Weight: 1,085± lbs  
Units Per Pallet: 1

### UNIT: 6'

Dimensions: 72"L x 20"D x 12"H  
Weight: 1,300± lbs  
Units Per Pallet: 1

## CORNER PALLET



Weight: 3,200± lbs (inc. pallet)  
Coverage: 20.5 face feet

### CORNER UNIT: 1

Dimensions: 30"L x 18"D x 12"H  
Weight: 500± lbs  
Units Per Pallet: 1

### CORNER UNIT: 2

Dimensions: 38"L x 19"D x 12"H  
Weight: 680± lbs  
Units Per Pallet: 1

### CORNER UNIT: 3

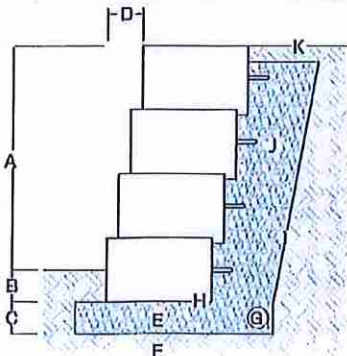
Dimensions: 46"L x 21"D x 12"H  
Weight: 910± lbs  
Units Per Pallet: 1

### CORNER UNIT: 4

Dimensions: 54"L x 20"D x 12"H  
Weight: 1,030± lbs  
Units Per Pallet: 1

## TYPICAL GRAVITY RETAINING WALL DETAIL

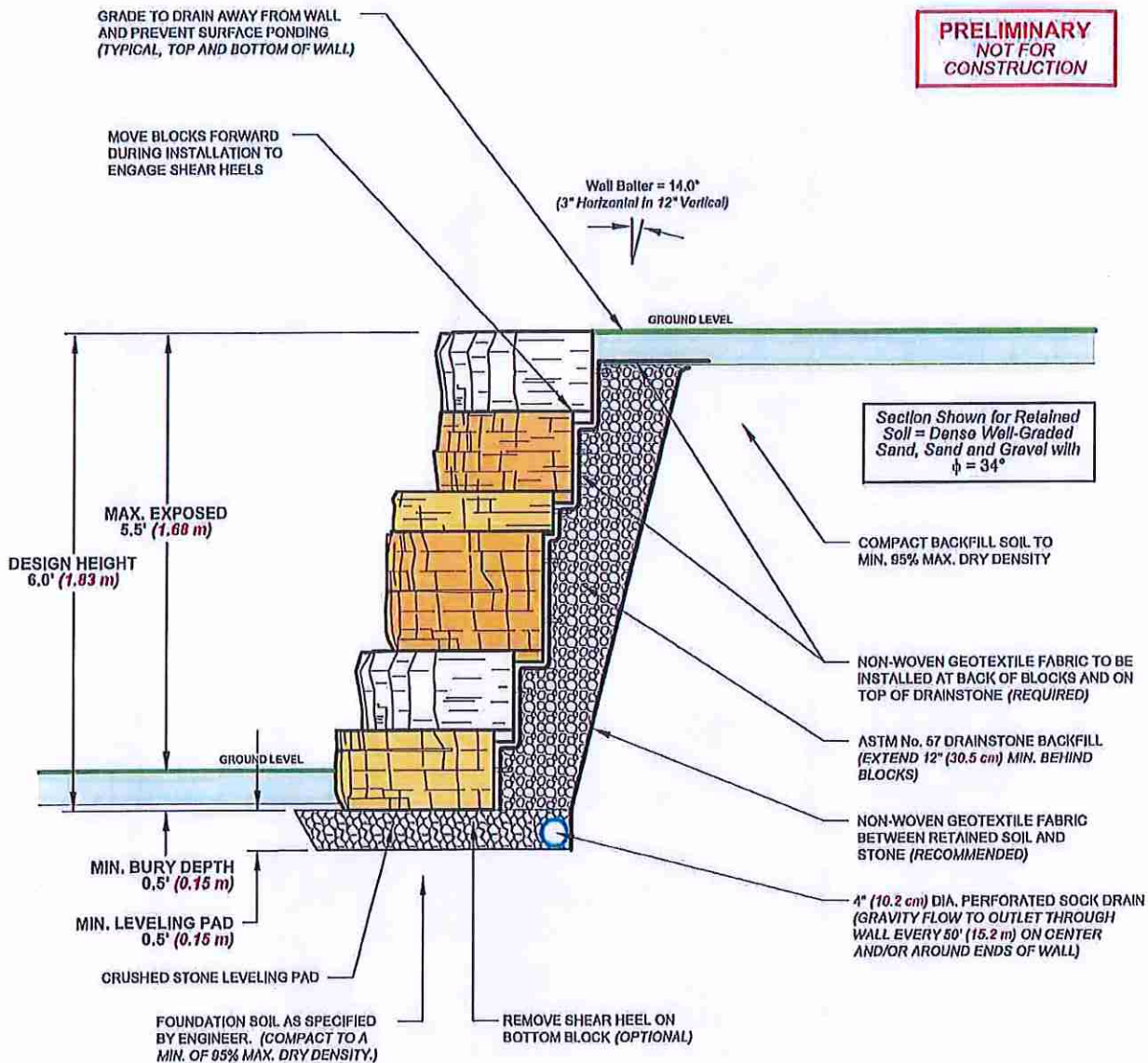
- This drawing is for preliminary reference only (not for final construction).
- Final designs for construction must be prepared by a registered professional engineer using the actual conditions of the proposed site and loads.



- A. Wall height above grade (varies)
- B. Wall buried beneath grade (min. 6")
- C. Leveling pad depth (min. 6")
- D. 2-1/4" setback per 12" vertical (12')
- E. Crushed stone leveling pad
- F. Foundation soil compacted to 95% max. dry density
- G. 4" corrugated perforated drain pipe
- H. Shoar heel removed from base block
- I. Min. 3.5 oz. non-woven geotextile fabric (recommended)
- J. Drainstone (ASTM #57), min. 12" behind wall
- K. Finish grade to drain away from the wall

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**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

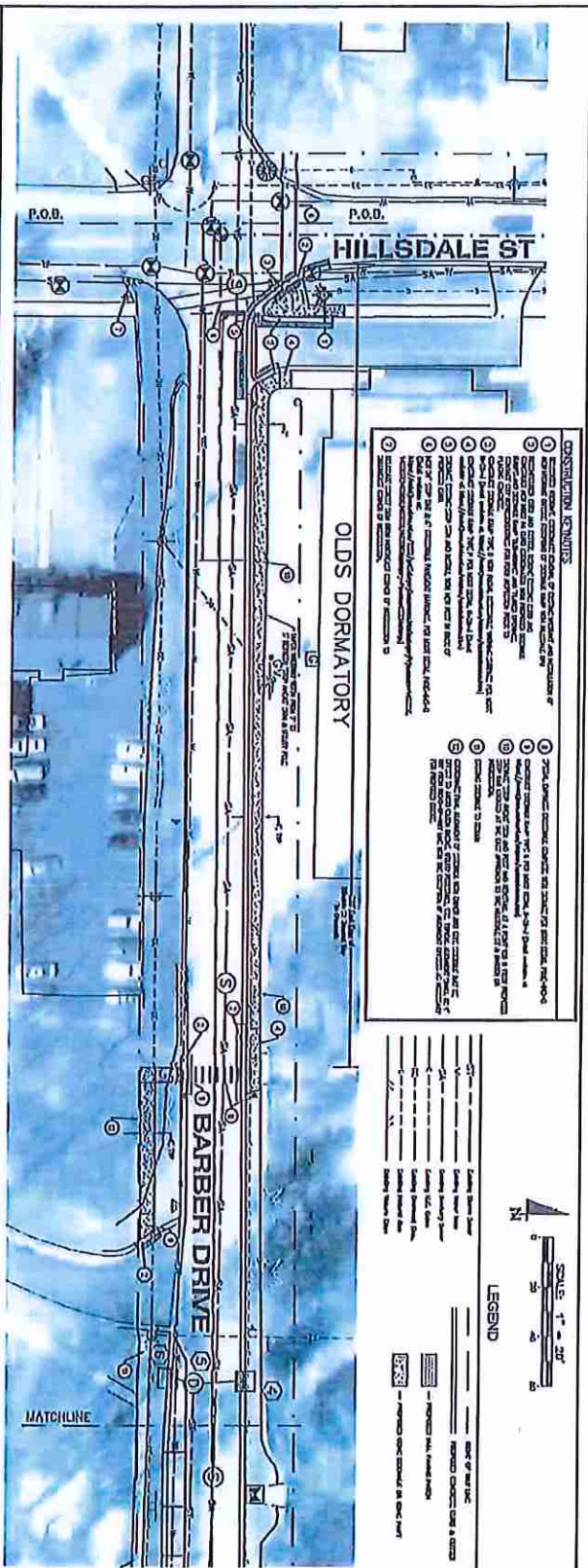
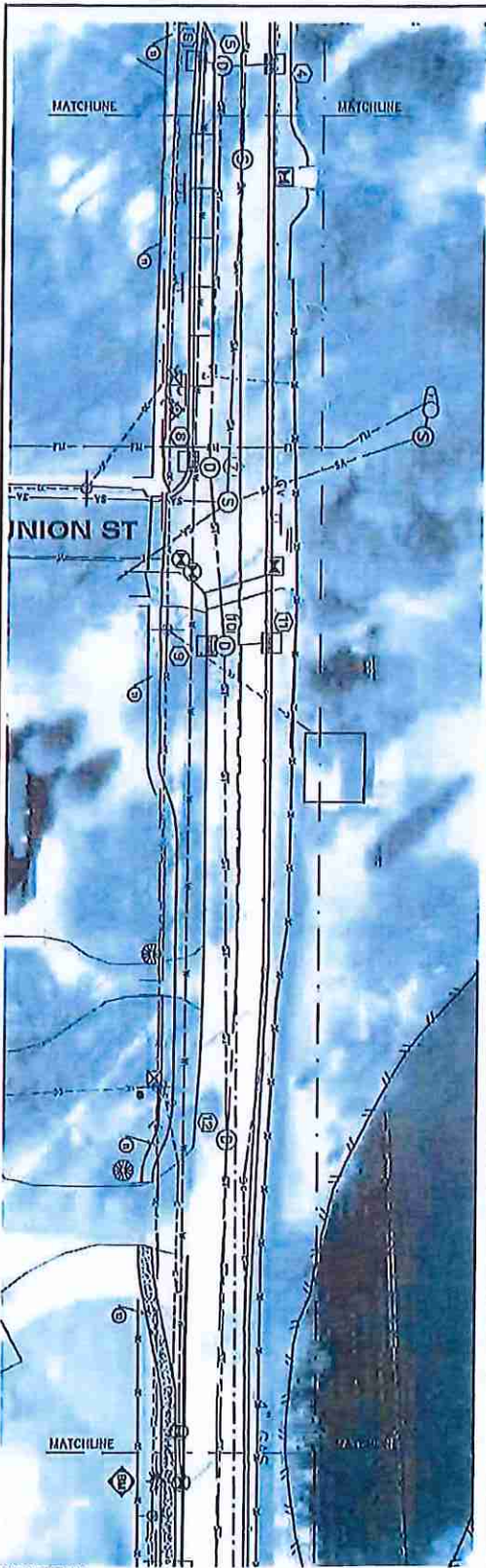


- Block sizes and placement shown are for reference only. Individual Rosetta blocks will vary with installation pattern.
- This drawing is for reference only.
- Final designs for construction must be prepared by a registered Professional Engineer using the actual conditions of the proposed site.
- Final wall design must address both internal and external drainage and shall be evaluated by the Professional Engineer who is responsible for the wall design.

**TYPICAL SECTION**  
(NO SCALE)

DRAWN BY: J. Johnson APPROVED BY:  DATE: May 30, 2008 SHEET NO. 1 of 1	TITLE: <b>6' (1.83 m) HIGH NON-REINFORCED (GRAVITY) WALL SECTION</b> Dense Well-Graded Sand, Sand and Gravel with $\phi = 34^\circ$ No Surcharge, No Backslope, No Toeslope DRAWING FILE: Rosetta_NR_SH_34deg_A_06.dwg	<p>05481 US 31 SOUTH CHARLEVOIX, MI 49720 877-777-8550 • 231-237-9658 Fax • <a href="http://www.discoverrosetta.com">www.discoverrosetta.com</a></p>
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- CONSTRUCTION DETAILS**
- 1. EXISTING UTILITIES TO BE MAINTAINED AS SHOWN ON THIS PLAN.
  - 2. EXISTING UTILITIES TO BE DELETED AS SHOWN ON THIS PLAN.
  - 3. EXISTING UTILITIES TO BE RELOCATED AS SHOWN ON THIS PLAN.
  - 4. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 5. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 6. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
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  - 9. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 10. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 11. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 12. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 13. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 14. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 15. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 16. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 17. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 18. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 19. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.
  - 20. EXISTING UTILITIES TO BE DELETED AND RELOCATED AS SHOWN ON THIS PLAN.

**LEGEND**

SCALE: 1" = 20'

GENERAL NOTES

PROJECT No. 20908	DATE 05-05-11
ISSUED	DATE 05-05-11
REVISED	DATE 05-05-11
DATE 05-05-11	DATE 05-05-11
DATE 05-05-11	DATE 05-05-11

C1

**HILLSDALE COLLEGE**  
HILLSDALE ST TO IVADEN PARK  
BARBER DRIVE SIDEWALK

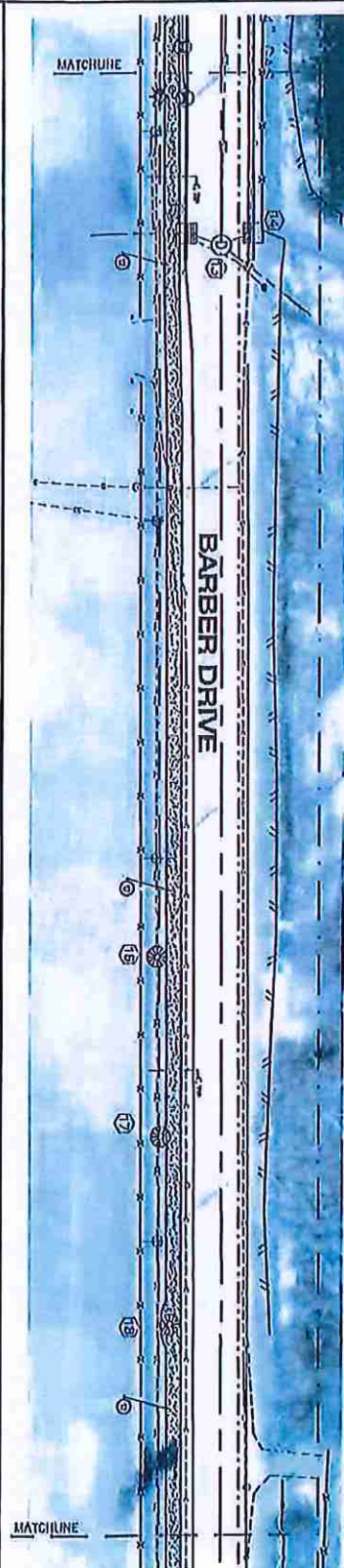
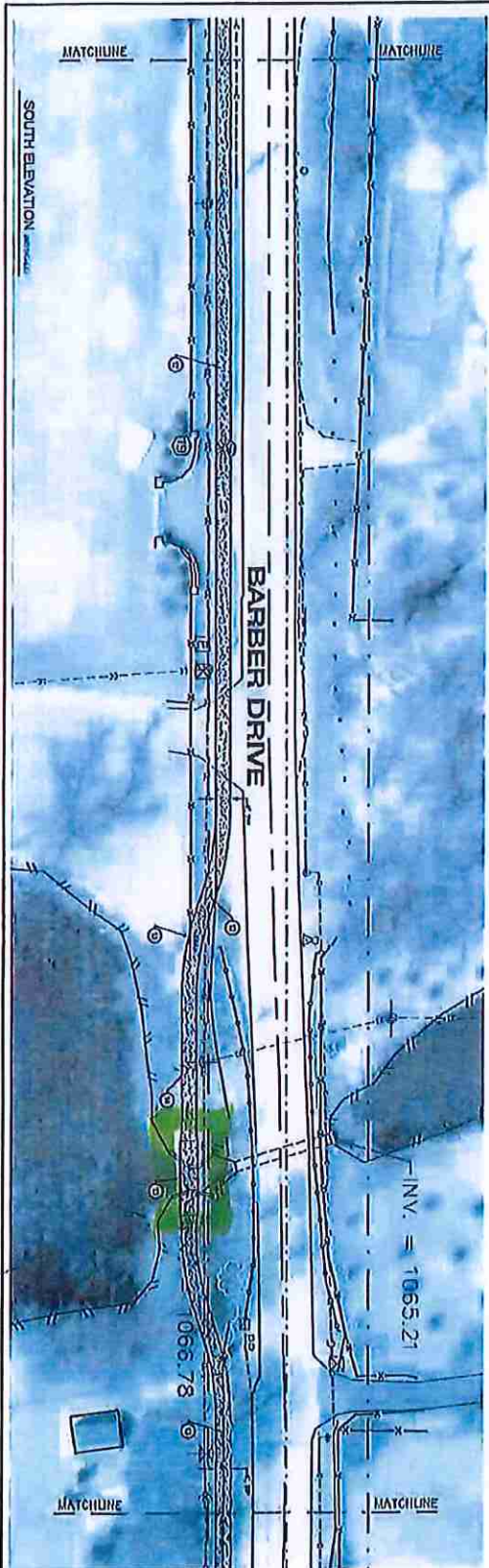
CLIENT  
HILLSDALE COLLEGE  
33 E. COLLEGE ST.  
HILLSDALE, MI 49120  
517 637-7311

**MTE** PROFESSIONAL ENGINEERING SERVICES

1000 W. HAWTHORNE ST.  
ANN ARBOR, MI 48106  
517 763-4100



*Pedestrian Bridge*



- CONSTRUCTION NOTES**
1. EXISTING PAVEMENT TO REMAIN AS SHOWN UNLESS INDICATED OTHERWISE.
  2. EXISTING CURBS AND SIDEWALKS TO REMAIN UNLESS INDICATED OTHERWISE.
  3. EXISTING UTILITIES TO REMAIN UNLESS INDICATED OTHERWISE.
  4. EXISTING TREES TO REMAIN UNLESS INDICATED OTHERWISE.
  5. EXISTING LIGHT FIXTURES TO REMAIN UNLESS INDICATED OTHERWISE.
  6. EXISTING SIGNAGE TO REMAIN UNLESS INDICATED OTHERWISE.
  7. EXISTING FENCE TO REMAIN UNLESS INDICATED OTHERWISE.
  8. EXISTING LANDSCAPING TO REMAIN UNLESS INDICATED OTHERWISE.
  9. EXISTING EROSION CONTROL MEASURES TO REMAIN UNLESS INDICATED OTHERWISE.
  10. EXISTING DRAINAGE SYSTEMS TO REMAIN UNLESS INDICATED OTHERWISE.
  11. EXISTING UTILITIES TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  12. EXISTING CURBS AND SIDEWALKS TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  13. EXISTING TREES TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  14. EXISTING LIGHT FIXTURES TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  15. EXISTING SIGNAGE TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  16. EXISTING FENCE TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  17. EXISTING LANDSCAPING TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  18. EXISTING EROSION CONTROL MEASURES TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.
  19. EXISTING DRAINAGE SYSTEMS TO BE DELETED AS SHOWN UNLESS INDICATED OTHERWISE.

**LEGEND**

—	Center Line
—	Right of Way Line
—	Proposed Center Line
—	Proposed Right of Way Line
—	Proposed Sidewalk
—	Proposed Bridge
—	Proposed Utility
—	Proposed Erosion Control
—	Proposed Drainage
—	Proposed Tree
—	Proposed Light Fixture
—	Proposed Signage
—	Proposed Fence
—	Proposed Landscaping
—	Proposed Erosion Control
—	Proposed Drainage

SCALE: 1" = 20'

N

DATE: 05-11-21  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: 20908

C2

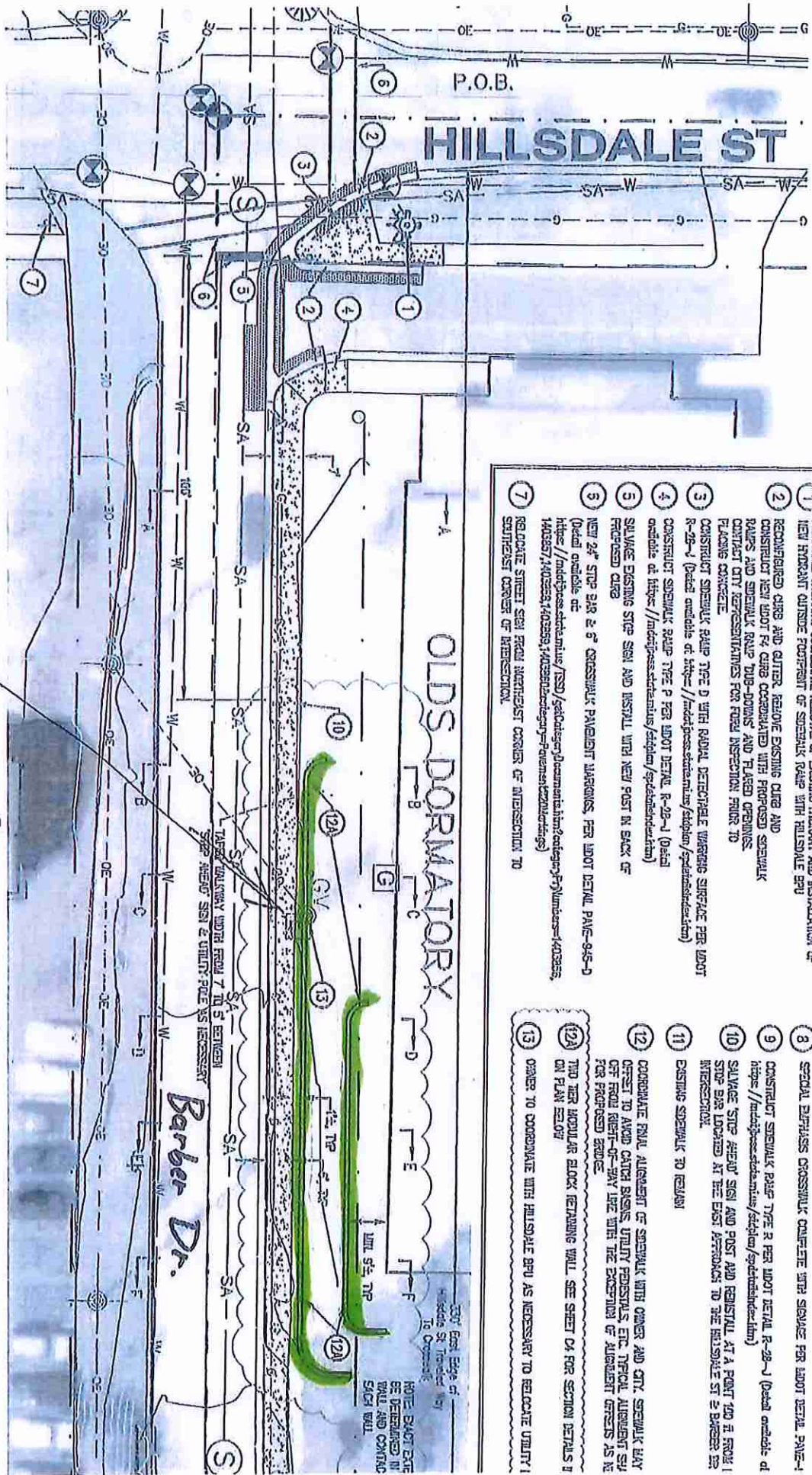
**HILLSDALE COLLEGE**  
 HILLSDALE ST TO HYAZEN PARK  
 BARBER DRIVE SIDEWALK

**MTE PROFESSIONAL ENGINEERING SERVICES**  
 CLIENT: Hillside College  
 33 E. College St  
 Hillside, IL 60122  
 708-431-2311









Retaining walls

**CONSTRUCTION REMARKS**

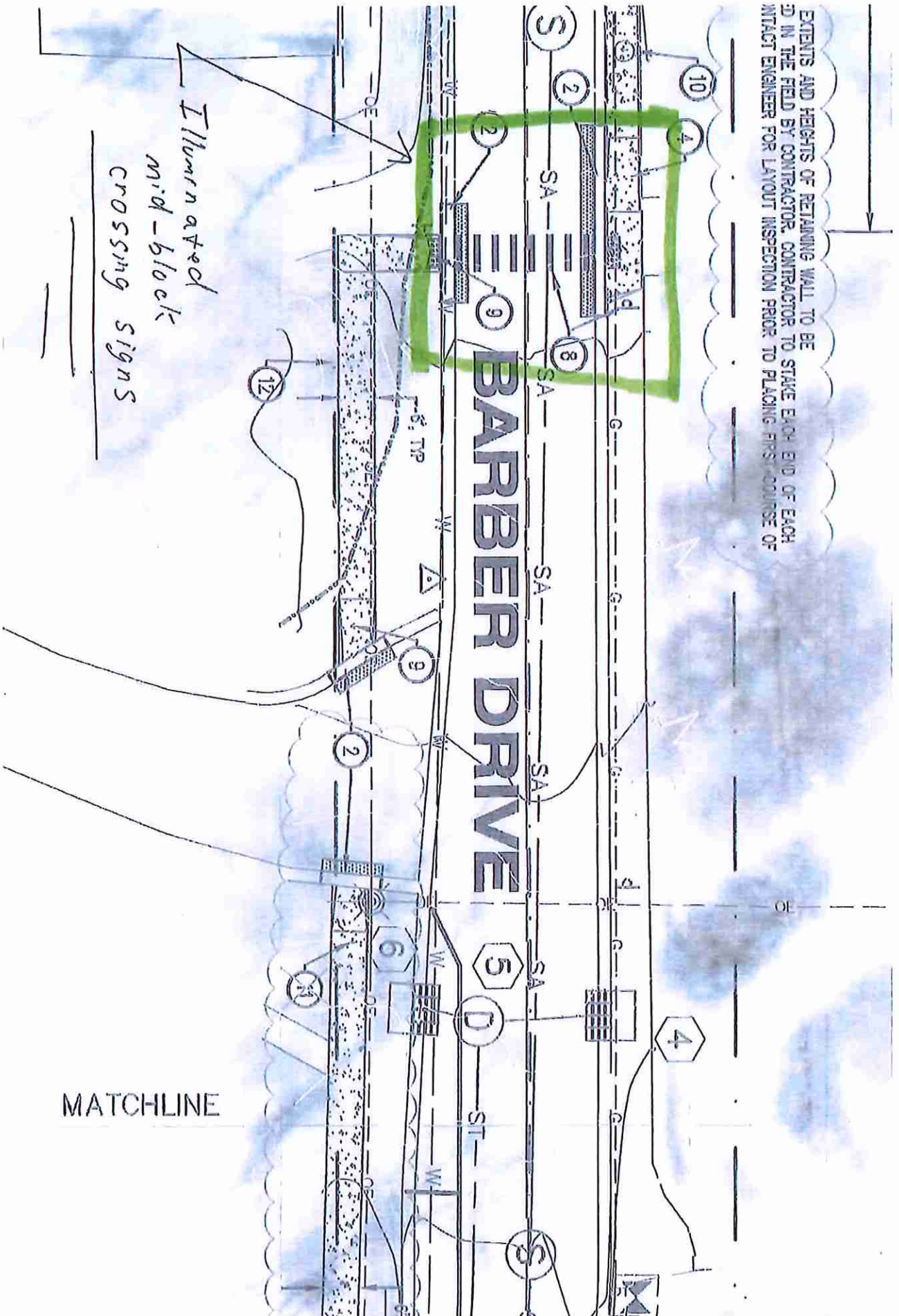
- 1 RELOCATE HOISTANT CONCRETE REMOVAL OF EXISTING HOISTANT AND INSTALLATION OF NEW HOISTANT OUTSIDE FOOTPRINT OF SIDEWALK RAIP WITH HILLSDALE BRU
- 2 RECONSTRUCTED CURB AND GUTTER REMOVE EXISTING CURB AND CONSTRUCT NEW UDOT P4 CURB ACCORDANT WITH PROPOSED SIDEWALK RAIP AND SIDEWALK RAIP TUB-DOWNS AND FLASD OPENINGS CONTACT CITY REPRESENTATIVES FOR ROAD INSPECTION PRIOR TO PLACING CONCRETE.
- 3 CONSTRUCT SIDEWALK RAIP TYPE D WITH RAIP DETECTABLE WARNING SURFACE PER UDOT R-29-1 (Detail available at <http://indotpass-stations/fieldplan/spdshndshndshnd>)
- 4 CONSTRUCT SIDEWALK RAIP TYPE P PER UDOT DETAIL R-29-1 (Detail available at <http://indotpass-stations/fieldplan/spdshndshndshnd>)
- 5 SALVAGE EXISTING STOP SIGN AND INSTALL WITH NEW POST IN BACK OF PROPOSED CURB
- 6 NEW 2" STOP BAR & 6" CROSSWALK PANELSIT MARKINGS PER UDOT DETAIL PAWG-94S-D (Detail available at <http://indotpass-stations/fieldplan/spdshndshndshnd>)
- 7 RELOCATE STREET SIGN FROM NORTHEAST CORNER OF INTERSECTION TO SOUTHWEST CORNER OF INTERSECTION.
- 8 SPECIAL SURFAS CROSSWALK COMPLETE WITH SURFACE PER UDOT DETAIL PAWG-94S-D
- 9 CONSTRUCT SIDEWALK RAIP TYPE R PER UDOT DETAIL R-29-1 (Detail available at <http://indotpass-stations/fieldplan/spdshndshndshnd>)
- 10 SALVAGE STOP SIGN AND POST AND REINSTALL AT A POINT 100 FT FROM STOP BAR LOCATED AT THE EAST APPROACH TO THE HILLSDALE ST & BARBER DR INTERSECTION.
- 11 EXISTING SIDEWALK TO REMAIN
- 12 COORDINATE FINAL ALIGNMENT OF SIDEWALK WITH OWNER AND CITY. SIDEWALK MAY OFFSET TO AVOID CATCH BASINS, UTILITY PROFILES, ETC. TYPICAL ALIGNMENT SHOWN FOR RIGHT-OF-WAY LINE WITH THE EXCEPTION OF ALIGNMENT OFFSETS AS SHOWN FOR PROPOSED BRIDGE.
- 12A THIRD TIER MODULAR BLOCK RETAINING WALL SEE SHEET D4 FOR SECTION DETAILS & ON PLAN BELOW
- 13 OWNER TO COORDINATE WITH HILLSDALE BRU AS NECESSARY TO RELOCATE UTILITY

NOTE: EAVES DRAIN BE DETERMINED IN WALL AND CONTOUR EACH WALL.



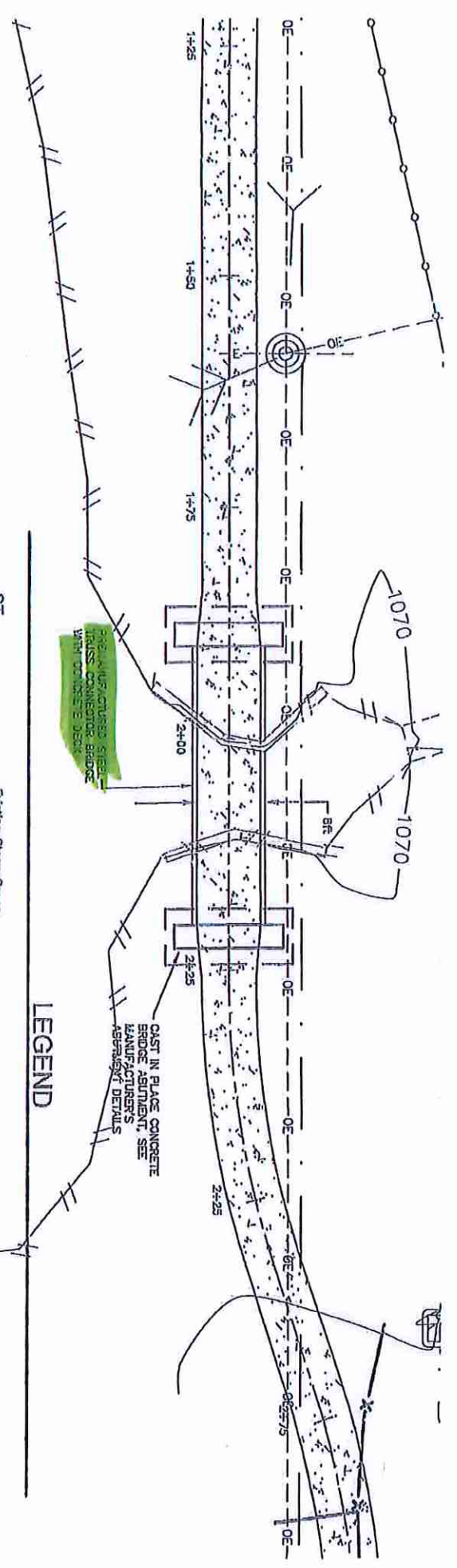
EXTENTS AND HEIGHTS OF RETAINING WALL TO BE  
 INDICATED IN THE FIELD BY CONTRACTOR. CONTRACTOR TO STAKE EACH END OF EACH  
 WALL. CONTRACTOR TO NOTIFY INSPECTOR PRIOR TO PLACING FIRST COURSE OF  
 WALL. CONTRACTOR TO NOTIFY INSPECTOR PRIOR TO PLACING FIRST COURSE OF

**BARBER DRIVE**



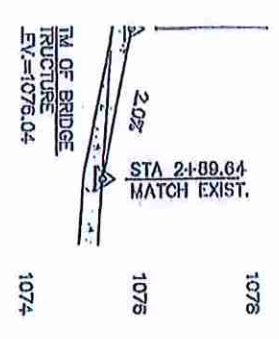
MATCHLINE



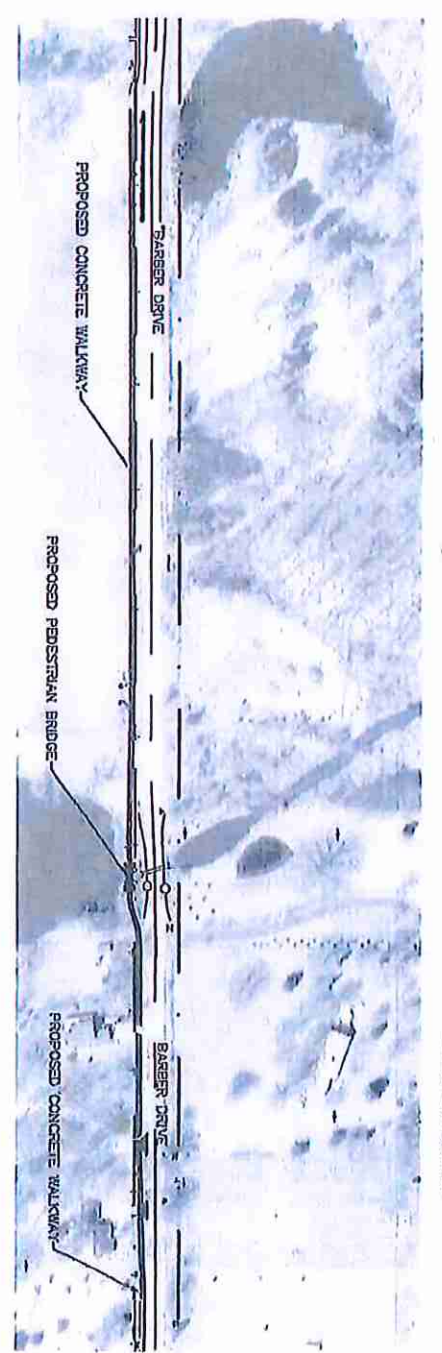


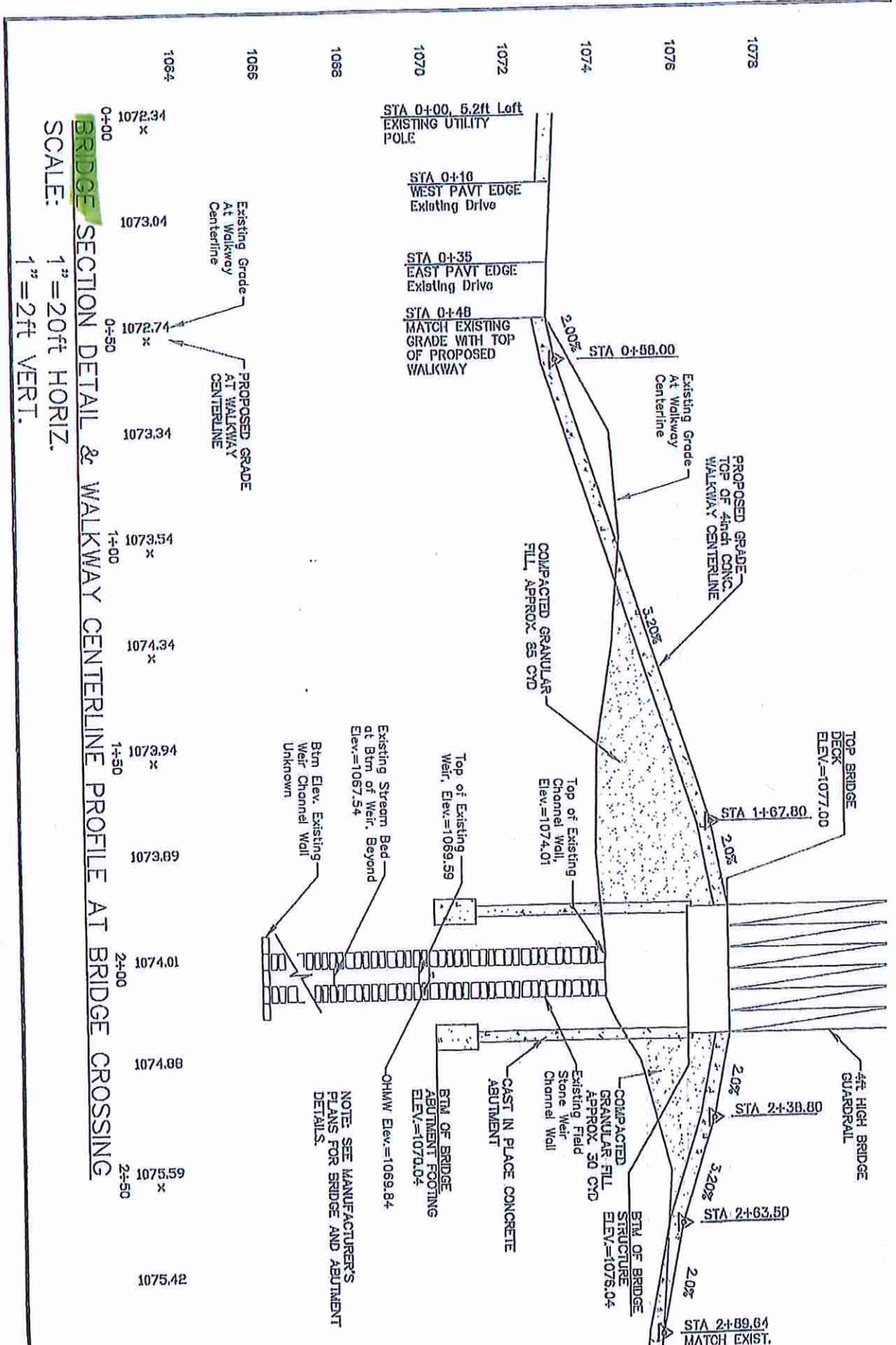
- LEGEND**
- ST — Existing Storm Sewer
  - W — Existing Water Main
  - SA — Existing Sanitary Sewer
  - C — Existing U.G. Cable
  - DE — Existing Overhead Elec.
  - G — Existing Natural Gas
  - Existing Natural Gas
  - Existing Water Edge
  - Existing Contour, Major
  - Existing Contour, Minor

- PROPOSED HULA PAVING PATCH
- PROPOSED CONC SIDEWALK OR CONC PAVT
- Existing Contour, Major
- Existing Contour, Minor



1076  
1075  
1074  
1072





**BRIDGE SECTION DETAIL & WALKWAY CENTERLINE PROFILE AT BRIDGE CROSSING**

SCALE: 1" = 20ft HORIZ.  
1" = 2ft VERT.

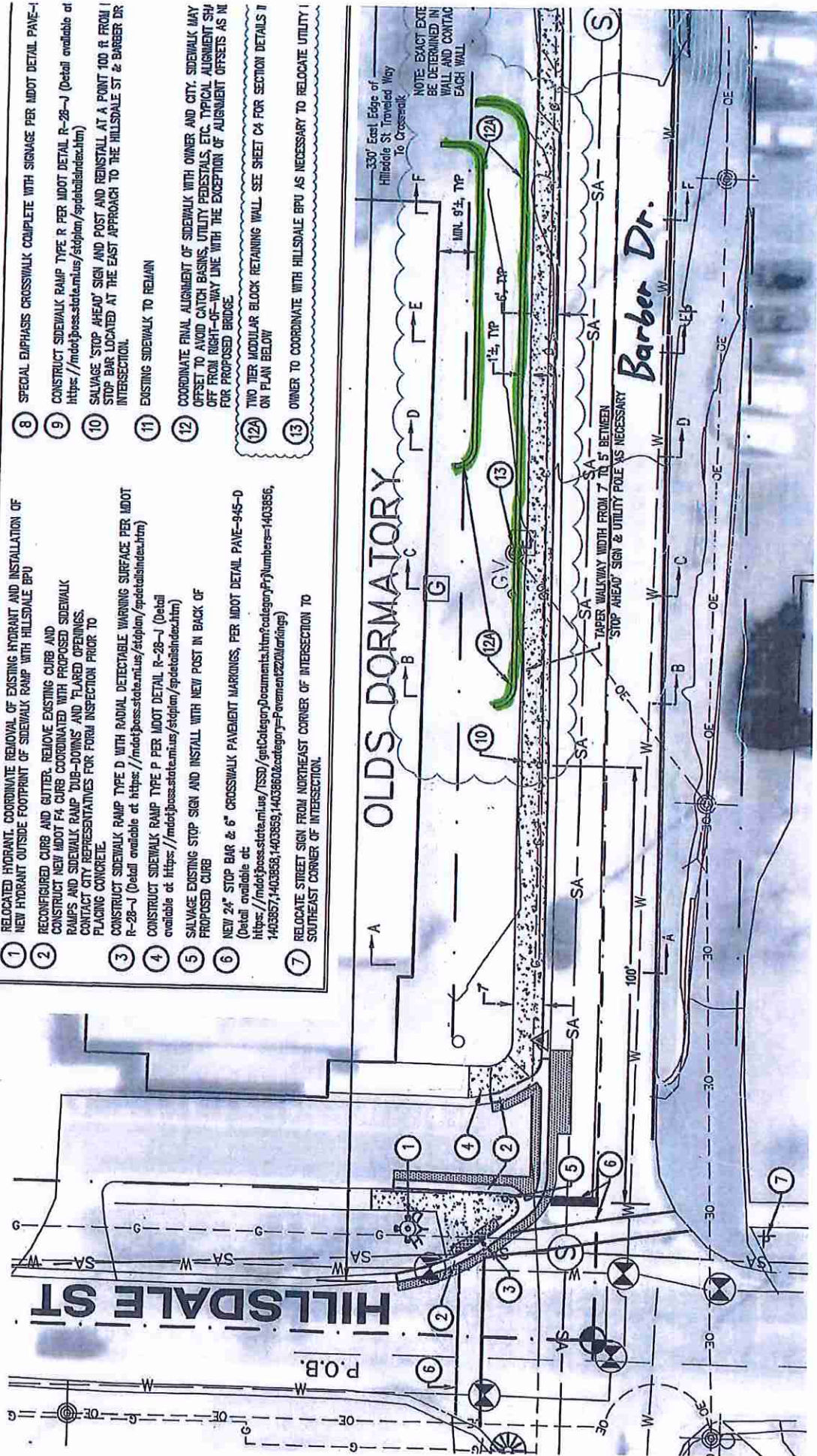
Station	Elevation	Description
1078		Top of Bridge Deck Elev=1077.00
1076		Top of Bridge Structure Elev=1076.04
1074		Top of Existing Channel Wall Elev=1074.01
1072		Top of Existing Weir Elev=1069.59
1070		Top of Existing Weir at Turn of Weir, Beyond Btm Elev. Existing Weir Channel Wall Unknown
1068		Existing Stream Bed at Turn of Weir, Beyond Btm Elev. Existing Weir Channel Wall Unknown
1066		Bottom of Bridge Abutment Footing Elev=1070.04
1064		OHMW Elev=1069.84
1072.34	X	Existing Grade At Walkway Centerline
1073.04		Existing Grade At Walkway Centerline
1072.74	X	Proposed Grade At Walkway Centerline
1073.34		Proposed Grade At Walkway Centerline
1073.54	X	Existing Grade At Walkway Centerline
1074.34	X	Existing Grade At Walkway Centerline
1073.94	X	Existing Grade At Walkway Centerline
1073.69		Existing Grade At Walkway Centerline
1074.01		Existing Grade At Walkway Centerline
1074.86		Existing Grade At Walkway Centerline
1075.59	X	Existing Grade At Walkway Centerline
1075.42		Existing Grade At Walkway Centerline

NOTE: SEE MANUFACTURER'S PLANS FOR BRIDGE AND ABUTMENT DETAILS.



### CONSTRUCTION KEYNOTES

- 1 RELOCATE HYDRANT. COORDINATE REMOVAL OF EXISTING HYDRANT AND INSTALLATION OF NEW HYDRANT OUTSIDE FOOTPRINT OF SIDEWALK RAMP WITH HILLSDALE BRU
- 2 RECONFIGURE CURB AND GUTTER. REMOVE EXISTING CURB AND CONSTRUCT NEW MDOT F4 CURB COORDINATED WITH PROPOSED SIDEWALK RAMP AND SIDEWALK RAMP 'DUB-DOWNS' AND 'FLARED OPENINGS'. CONTACT CITY REPRESENTATIVES FOR FORM INSPECTION PRIOR TO PLACING CONCRETE.
- 3 CONSTRUCT SIDEWALK RAMP TYPE D WITH RADIAL DETECTABLE WARNING SURFACE PER MDOT R-28-J (Detail available at <https://mdotboss.state.mn.us/stoplan/spdetailindex.htm>)
- 4 CONSTRUCT SIDEWALK RAMP TYPE P PER MDOT DETAIL R-28-J (Detail available at <https://mdotboss.state.mn.us/stoplan/spdetailindex.htm>)
- 5 SALVAGE EXISTING STOP SIGN AND INSTALL WITH NEW POST IN BACK OF PROPOSED CURB
- 6 NEW 24" STOP BAR & 6" CROSSWALK PAVEMENT MARKINGS, PER MDOT DETAIL PAVE-945-D (Detail available at <https://mdotboss.state.mn.us/TSSD/getCategoryDocuments.htm?category=Pavement&numbers=1403856,1403857,1403858,1403859,1403860&category=Pavement&start=2201&range>)
- 7 RELOCATE STREET SIGN FROM NORTHEAST CORNER OF INTERSECTION TO SOUTHEAST CORNER OF INTERSECTION.
- 8 SPECIAL EMPHASIS CROSSWALK COMPLETE WITH SIGNAGE PER MDOT DETAIL PAVE-1
- 9 CONSTRUCT SIDEWALK RAMP TYPE R PER MDOT DETAIL R-28-J (Detail available at <https://mdotboss.state.mn.us/stoplan/spdetailindex.htm>)
- 10 SALVAGE 'STOP AHEAD' SIGN AND POST AND REINSTALL AT A POINT 100' R FROM / STOP BAR LOCATED AT THE EAST APPROACH TO THE HILLSDALE ST & BARBER DR INTERSECTION.
- 11 EXISTING SIDEWALK TO REMAIN
- 12 COORDINATE FINAL ALIGNMENT OF SIDEWALK WITH OWNER AND CITY. SIDEWALK MAY OFFSET TO AVOID CATCH BASINS, UTILITY PEDESTALS, ETC. TYPICAL ALIGNMENT SHOWN OFF FROM RIGHT-OF-WAY LINE WITH THE EXCEPTION OF ALIGNMENT OFFSETS AS NOTED FOR PROPOSED BRIDGE.
- 12A TWO TIER MODULAR BLOCK RETAINING WALL. SEE SHEET C4 FOR SECTION DETAILS II ON PLAN BELOW
- 13 OWNER TO COORDINATE WITH HILLSDALE BRU AS NECESSARY TO RELOCATE UTILITY I





# City of Hillsdale

## Agenda Item Summary

**Meeting Date:**           **October 18, 2021**

**Agenda Item # :**       **New Business**

**SUBJECT:**           **Manufacturing & Technology Park & Airport Farmland Lease**

### **BACKGROUND:**

The City advertised 156.32 acres in the Manufacturing & Technology Park and 213.32 acres at the Airport of tillable farmland for a three-year lease. Two bids were received, one was the current lease holder, Mr. Brian Fix of Pittsford with a bid of \$151.00 per acre. Mr. Fix's current lease expires December 31, 2021. The second bid was Wonders Farms of Pittsford with a bid of \$111.00 per acre. The bid sheets are included.

Attached is the three-year lease agreement, beginning January 1, 2022 through December 31, 2024. The total to be realized over the three-year term for the Manufacturing Park property is \$70,812.96 to be paid in annual installments of \$23,604.32 on or before January 1 of each year (2022, 2023, and 2024). The total revenue to be realized over the three-year term for the Airport property, is \$96,633.96 to be paid in annual installments of \$32,211.32 on or before January 1 of each year.

All taxes associated with these properties will be paid by Mr. Fix.

### **RECOMMENDATION:**

City staff recommends Council accept the bid submitted by Mr. Fix of \$151.00 per acre for tillable farmland located in the City of Hillsdale's Manufacturing & Technology Park and at the Airport; and, authorize the Mayor and Clerk to sign the three-year agreement on behalf of the City.



# City of Hillsdale, Michigan

## BID SHEET

Project: FARM LAND LEASE <sup>MANUFACTURING &</sup> TECHNOLOGY PARK

Date: DEC 4, 2021 @ 10:00 AM

Company/Person	YR 1	YR 2	YR 3	TOTAL:
BRIAN FIX	\$ 23,604.32	\$ 23,604.32	\$ 23,604.32	\$ <del>70</del> ,812.96
WONDERS FARM	\$ 17,351.52	\$ 17,351.52	\$ 17,351.52	\$ 52,054.56



HILLSDALE MANUFACTURING AND TECHNOLOGY PARK  
LAND LEASE BID FORM

The City of Hillsdale is accepting bids for the leasing of approximately one hundred fifty-six (156.32) acres of tillable land at the Hillsdale Manufacturing and Technology Park to be used for the growing of crops during the period from January 1, 2022 through December 31, 2024. Harvesting of crops is subject to payment of any and all property taxes.

The lease contemplated will reserve the right by City to enter upon certain portions of the leased acreage for the purpose of applying sewage sludge. In addition, the City will retain the right to terminate the lease if, in City's sole discretion, the leased lands, or any portion thereof, are needed for industrial park purposes.

This bid form along with a copy of the advertisement for Bids and a copy of the form of the lease that is to be entered, is to be returned in a sealed envelope marked "Hillsdale Manufacturing and Technology Park Land Lease" no later than 10:00 a.m. on October 4, 2021. All bids must be submitted on this City Bid form and mailed or delivered to the City Clerk's Office, City Hall, Hillsdale, Michigan 49242. The City reserves the right to accept or reject and all bids, to waive irregularities in the bidding process and to award such bid as is most advantageous to the City.

Lease Amount:            Calendar year ending December 31, 2022    \$ 151.00 per acre  
Lease Amount:            Calendar year ending December 31, 2023    \$ 151.00 per acre  
Lease Amount:            Calendar year ending December 31, 2024    \$ 151.00 per acre

The above bid includes and contemplates the lease of approximately one hundred sixty (160) tillable acres of farmland in compliance with and subject to the terms and conditions set forth in Advertisement for Bids and the form of Lease Agreement to be signed, copies of which are attached, and the Bid Proposal.

Submitted By:            BRIAN FIX

Title (if a partnership, LCC or corporation)    N/A

Address:                    10600 Burt Rd  
                                      Pittsford MI 49271

Telephone No:            517-673-6837

Tax I.D. Number:        N/A

## LEASE AGREEMENT

This Lease Agreement is entered on \_\_\_\_\_ 2021 between the City of Hillsdale, a Michigan Municipal corporation, of 97 N. Broad Street, Landlord, Michigan 49242 (Landlord) and BRIAN FIX, Michigan (Tenant).

Landlord is the owner of certain land located in the City of Hillsdale, Hillsdale County, Michigan, which is depicted and identified with particularity in the attached Exhibit A and consists of a total of approximately one hundred fifty-six (156.32) acres (the "Acreage"). The Acreage is not currently being used or required by Landlord for any of its operations.

Tenant is desirous of leasing the Acreage for the purpose of raising crops on it and Landlord is willing to lease the Acreage to Tenant for the proposed purpose on the terms and conditions hereinafter set forth. Tenant is willing to lease the Acreage from Landlord on that basis.

Therefore, Landlord and Tenant, in consideration of the following mutual covenants and promises, agree as follows:

Agreement:

1. Tenant is hereby granted a lease on and the exclusive use and control of the Acreage for the purpose of planting, growing and harvesting crops on and from the Acreage, and for no other purpose, subject to his compliance with the remaining terms, conditions and restrictions of this Lease Agreement.

2. The term of this Lease Agreement is three (3) years commencing January 1, 2022 and ending December 31, 2024.

3. Tenant shall have the exclusive use and control of the Acreage during the term of this Lease Agreement for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are hereby deemed and acknowledged by the parties to be material.

4. Tenant shall pay Landlord the total sum of 70,812.<sup>96</sup>/<sub>100</sub> (\$0.00) Dollars in the following installments: 23,604.<sup>32</sup>/<sub>100</sub> (\$0.00) Dollars on or before January 1, 2022; the sum of 23,604.<sup>32</sup>/<sub>100</sub> (\$0.00) Dollars on or before January 1, 2023, and the sum of 23,604.<sup>32</sup>/<sub>100</sub> (\$0.00) Dollars on or before January 1, 2024.

5. Tenant agrees to have all crops removed from the Acreage not later than midnight on December 31, 2024. In the event that all crops are not removed from the Acreage by said date and time, the crops then remaining shall become the property of Landlord, and Landlord shall have the sole and exclusive right to enter upon the affected acreage, harvest and sell the crops then remaining thereon and retain all proceeds as liquidated damage.

6. In the event Landlord, in its sole discretion, determines that the Acreage, or any portion thereof is needed for industrial park purposes prior to the expiration of this Lease Agreement, this Lease Agreement shall become void and of no effect as to the portion so required

upon written notification to Tenant. Possession of such required portions shall be immediately surrendered except as otherwise provided in paragraph 7B:

7. In the event of termination or partial termination of this Lease Agreement pursuant to paragraph 6:

A. As to crops not yet ready to harvest at the time of termination, Landlord agrees to and shall reimburse Tenant for any actual reasonable and verified out-of-pocket expenses that Tenant has incurred in connection with renting, fertilizing, seeding, spraying or cultivating the portion of the Acreage included within the termination since the immediately preceding January 1, but excluding any charges for labor or custom work; provided, however, that the total reimbursement to be paid to Tenant pursuant to this paragraph shall not exceed the lesser of:

i. The annual lease payment received by Landlord for the year in which termination occurs; or

ii. The actual, verified out-of-pocket expenses incurred by Tenant since the immediately preceding January 1 that are attributable to the affected portion of the Acreage; or

iii. The percent of the total actual, verified out-of-pocket expenses incurred by Tenant with regard to all of the Acreage since the immediately preceding January 1 that is computed by dividing the acres within the terminated portion by the total Acreage.

B. As to crops ready to harvest at the time of termination, Landlord agrees to provide Tenant an opportunity to remove said crops within a time period not exceeding thirty days from the date upon which notice is given. There shall be no reimbursement paid to Tenant for any portion of its out-of-pocket expenses in this event. Should Tenant fail to remove all of said crops within said thirty-day period, Landlord shall have the sole and exclusive right to enter upon the affected acreage, harvest and sell the crops then remaining thereon and retain all proceeds as liquidated damages.

8. Tenant agrees to and shall defend, indemnify, and hold Landlord harmless from all claims, demands, causes of action, lawsuits, damages, costs, expenses and losses or whatever kind or nature arising from, out of or because of any acts and omissions of Tenant, his employees, agents, licensees and/or invitees in connection with or arising from his or their presence on, occupation and/or use of the Acreage.

9. Tenant shall obtain and maintain a policy of insurance with such insurance carrier and with such limits of liability and coverage as is acceptable to Landlord in which Landlord is identified as an additional named insured. A copy of such insurance policy and the applicable declaration sheet and proof of each renewal thereof shall be provided to Landlord as a prerequisite to the continuance of this Lease Agreement.

10. Tenant agrees that he shall maintain and utilize the Acreage in accordance with good and sound farming practices during the term of this Lease Agreement and shall return the Acreage to Landlord in at least as good a condition as when taken.

11. In addition to the lease payments provided for in paragraph 4, Tenant shall also promptly pay when and as due all taxes, assessments, fees or charges that might be levied upon the Acreage that is covered by this Lease Agreement. Tenant further agrees to and shall keep the Acreage free from liens of any kind or nature.

12. Tenant agrees to and shall be solely responsible for applying for and pursuing the acquisition of any tax exemptions that might be applicable.

13. Landlord reserves that right to enter upon the Acreage for the purpose of applying sewage sludge to the Acreage; provided, however, that no such applications may be performed at a time or in a manner that disrupts or interferes with Tenant's farm operation on said Acreage.

14. Unless otherwise agreed in writing between the Landlord and Tenant, Tenant shall not use, permit, or suffer the use of the Acreage for recreational activities of any kind, including but not limited to, horseback riding, the riding or operation of all- terrain or other off-road vehicles of any kind, hunting, or for any purpose other than the planting, growing and harvesting crops on and from the Acreage.

15. In the event of default by Tenant in the performance of any of his obligations under this Lease Agreement, Landlord shall provide written notice and demand to cure to Tenant in which the nature of the default is specified. Should said default remain uncured for a period of thirty (30) days Landlord shall be and is hereby granted the right to terminate this Lease Agreement. In the event of termination pursuant to this paragraph, all crops then planted and/or growing thereon shall become the property of Landlord and Landlord shall thereupon have the right to enter upon the Acreage at such times as it determines appropriate, remove and sell any crops then and/or thereafter growing thereon, and retain any proceeds from their sale as liquidated damages. Waiver of any default or Landlord's election not to require cure of any default shall not constitute a waiver of any future default by Tenant of his obligations under this Lease Agreement.

16. In addition to all other remedies and relief, Tenant shall be responsible for all consequential damages and for all of Landlord's actual attorney fees and costs as are incurred by it as a consequence of Tenant's default, the actions needed to terminate this Lease Agreement in accordance with applicable law and/or to otherwise enforce its provisions.

17. Neither this Lease Agreement nor any interest in or under it may be assigned by Tenant to any other person, firm or corporation.

18. This Lease Agreement is hereby declared binding upon the successors, heirs and/or assigns of each party.

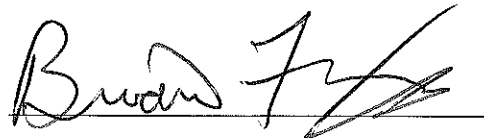
IN WITNESS WHEREOF, the parties have affixed their hands.

LANDLORD

CITY OF HILLSDALE

\_\_\_\_\_  
Adam Stockford, Mayor

TENANT

  
\_\_\_\_\_

\_\_\_\_\_  
Katy Price, Clerk

STATE OF MICHIGAN)

)ss.

County of Hillsdale )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, personally came the above named \_\_\_\_\_, to me known to be the Mayor and Clerk of the City of Hillsdale, respectively, and the same persons described in and who executed the within instrument, who acknowledged the same to be within their authorized authority and their free act and deed.

\_\_\_\_\_  
Notary

Hillsdale County, Michigan  
My Commission Expires:

STATE OF MICHIGAN)

)ss.

County of Hillsdale )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, personally came the above named \_\_\_\_\_, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

\_\_\_\_\_  
Notary

Hillsdale County, Michigan  
My Commission Expires:



# City of Hillsdale, Michigan BID SHEET

Project: FARM LAND LEASE AIRPORT

Date: DEC 4, 2021 @ 10:00AM

Company/Person	Yr 1	Yr 2	Yr 3	TOTAL:
BRIAN FIX	\$32,211.32	32,211.32	32,211.32	\$96,633.96
WONDERS FARM	\$23,678.52	\$23,678.52	\$23,678.52	\$71,035.56



HILLSDALE MUNICIPAL AIRPORT  
LAND LEASE BID FORM

The City of Hillsdale is accepting bids for the leasing of approximately two hundred thirteen (213.32) acres (18 acres may be removed) of tillable land at the Hillsdale Municipal Airport to be used for the growing of crops during the period from January 1, 2022 to December 31, 2024. Harvesting of crops is subject to payment of any and all property taxes.

The lease contemplated will reserve the right by City to restrict a portion of the leased property located directly around the AWOS equipment. In addition, the City will retain the right to terminate the lease if, in City's sole discretion, the leased lands, or any portion thereof, are needed for airport expansion purposes.

This bid form along with a copy of the advertisement for Bids and a copy of the form of the lease that is to be entered into is to be returned in a sealed envelope marked "Hillsdale Municipal Airport Land Lease" no later than 10:00 a.m. on October 4, 2021. All bids must be submitted on this City Bid form and mailed or delivered to the City Clerk's Office, City Hall, Hillsdale, Michigan 49242. The City reserves the right to accept or reject and all bids, to waive irregularities in the bidding process and to award such bid as is most advantageous to the City.

Lease Amount: January 1, 2022 – December 31, 2022 \$ 151.<sup>00</sup> per acre  
Lease Amount: January 1, 2023 - December 31, 2023 \$ 151.<sup>00</sup> per acre  
Lease Amount: January 1, 2024 – December 31, 2024 \$ 151.<sup>00</sup> per acre

Submitted By: BRIAN FIX

Title (if a partnership, LCC or corporation) N/A

Name: BRIAN FIX

Address: 10600 BURT RD

PITTSFORD MI 49071

Telephone No: 517-673-6837

Tax I.D. Number: N/A

## LEASE AGREEMENT

This Lease Agreement is entered on \_\_\_\_\_, 2021 between the City of Hillsdale, a Michigan Municipal corporation, of 97 N. Broad Street, Hillsdale, Michigan 49242 (Hillsdale) and BRIAN FIX (Tenant) of 10600 BURT RD PITTSFORD MI 49071

**Preamble:** Hillsdale is the owner of certain land located in Adams Township, Hillsdale County, Michigan which is depicted and identified with particularity in the attached Exhibits (A and B) and consists of a total of approximately 213.32 acres (18 acres may be removed) (the "Acreage"). Except as otherwise stated in this Agreement, the Acreage is not currently being used or required by Hillsdale for any of its operations.

BRIAN FIX, (Tenant) is desirous of leasing the Acreage for the purpose of raising crops on it and Hillsdale is willing to lease the Acreage to BRIAN FIX (Tenant) for the proposed purpose on the terms and conditions hereinafter set forth. Tenant is willing to lease the Acreage from Hillsdale on that basis.

Therefore, Hillsdale and BRIAN FIX (Tenant), in consideration of the following mutual covenants and promises, agree as follows:

### Agreement:

1. Tenant is hereby granted a lease on and, except as otherwise provided in this Agreement, the exclusive use and control of the Acreage for the purpose of planting, growing and harvesting crops on and from the Acreage, and for no other purpose, subject to his compliance with the remaining terms, conditions and restrictions of this Agreement.

2. The term of this Agreement is three (3) years, commencing January 1, 2022 and ending December 31, 2024.

3. Except as otherwise provided in this Agreement, Tenant shall have the exclusive use and control of the Acreage during the term of this Agreement for the stated purpose, subject to the remaining terms, conditions and restrictions as are hereinafter provided, all of which are deemed and acknowledged by the parties to be material.

4. Tenant shall pay rent to Hillsdale in the total sum of 96,633.96 Dollars (\$0.00) in the following installments: 32,211.<sup>32</sup> Dollars (\$0.00) on January 1, 2022; the sum of 32,211.<sup>32</sup> Dollars (\$ 0.00) on January 1, 2023 and the sum of 32,211.<sup>32</sup>/00 Dollars (\$ 0.00) on or before January 1, 2024.

5. Tenant acknowledges that Hillsdale Airport utilizes and, during the term of this Lease Agreement, will continue to utilize a portion of the Acreage for the operation of its AWOS equipment in connection with its airport operations. With regard to said AWOS equipment, Tenant and Hillsdale agree that during the term of this Agreement:

A. Tenant shall keep the area within a 100-foot radius of Hillsdale Airport's AWOS equipment free of all crops, structures, farm implements, vehicles or other equipment or items of any kind without regard to size or duration of use;

B. Tenant shall neither plant nor raise any crops, or place, use or maintain any structures, farm implements, vehicles or other equipment or items of any kind that exceed Fifteen Feet (15') in height within a 500 foot radius around Hillsdale Airport's AWOS equipment;

C. Tenant shall comply with all applicable FAA regulations and requirements;

D. Tenant shall allow Hillsdale free and unfettered ingress to and egress from the area within a 100 foot radius of Hillsdale Airport's AWOS equipment for the purpose of mowing, inspecting and maintaining same;

E. Tenant shall allow Hillsdale free and unfettered ingress to and egress from Hillsdale Airport's AWOS equipment for the purpose of inspecting, maintaining, repairing and/or replacing said equipment or any upgrades or improvements thereof; provided, however, that Hillsdale shall utilize a route to and from said equipment that minimizes damage to any growing crops on the Acreage and/or interference with Tenant's farming operation thereon.

6. Tenant agrees to have all crops removed from the Acreage not later than midnight on December 31, 2024. In the event that all crops are not removed from the Acreage by said date and time, the crops then remaining shall become the property of Hillsdale, and Hillsdale shall have the sole and exclusive right to them, including the right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

7. In the event Hillsdale, in its sole discretion, determines that the Acreage, or any portion thereof, is needed for airport purposes or for other purposes prior to the expiration of the term of this Agreement, in addition to that which is presently reserved or restricted to Hillsdale's use for and of its AWOS equipment, this Agreement shall become void and of no effect as to the portion so required upon written notification to Tenant. Possession of such required portions shall be immediately surrendered except as otherwise provided in paragraph 8B.

8. In the event of termination or partial termination of this Lease Agreement pursuant to paragraph 7:

A. As to crops not yet ready to harvest at the time of termination, Hillsdale agrees to and shall reimburse Tenant for any actual reasonable and verified out-of-pocket expenses that Tenant has incurred in connection with renting, fertilizing, seeding, spraying or cultivating the portion of the Acreage included within the termination notice, to the extent such expenses were incurred in the period from the immediately preceding December 31 through the date of the termination notice, but excluding any charges for labor or custom work; provided, however, that the total reimbursement to be paid to Tenant pursuant to this paragraph shall not exceed the lesser of:

- i. The annual lease payment received by Hillsdale for the year in which termination occurs; or
- ii. The actual, verified out-of-pocket expenses incurred by Tenant. Since the immediately preceding December 31 that are attributable to the affected portion of the Acreage; or

- iii. The percent of the total actual, verified out-of-pocket expenses incurred by Tenant with regard to all of the Acreage since the immediately preceding December 31 that is computed by dividing the acres within the terminated portion by the total Acreage.

B. As to crops ready to harvest at the time of termination, Hillsdale agrees to provide Tenant an opportunity to remove said crops within a time period not exceeding thirty days from the date upon which notice of termination is given. There shall be no reimbursement paid to Tenant for any portion of his out-of-pocket expenses in this event. Should tenant fail to remove all of said crops within said thirty-day period, Hillsdale shall have the sole and exclusive right to enter upon the affected acreage, harvest and sell the crops then remaining thereon, and retain all proceeds as liquidated damages.

9. Tenant agrees to and shall defend, indemnify, and hold Hillsdale harmless from and against any and all claims, demands, causes of action, lawsuits, damages, costs, expenses and losses, of whatever kind or nature whatsoever, arising from, out of, or because of any acts and/or omissions of Tenant, his employees, agents, contractors, licensees, and/or invitees in connection with his or their occupation and/or use of the Acreage.

10. Tenant shall obtain and maintain such policies of insurance with such insurance carrier(s) and with such limits of liability and coverage as is acceptable to Hillsdale and in which Hillsdale is identified as an additional named insured. A copy of such insurance policies and the applicable declaration sheet and proof of each renewal thereof shall be provided to Hillsdale as a prerequisite to the continuance of this Agreement.

11. Tenant agrees that during the term of this Agreement he shall maintain and utilize the Acreage in accordance with good and sound farming practices in conformity with generally accepted agricultural and management practices and at all times pursuant to and in conformity with all applicable state, federal, and local laws, ordinances, and regulations. Tenant further agrees that he shall not commit or suffer to be committed any waste upon the premises or any nuisance or other act or thing outside the normal course of the operation of his farming activities. At the conclusion of the term of this Agreement or otherwise upon its termination, Tenant shall return the Acreage to Hillsdale in at least as good a condition as when taken.

12. In addition to the rent payments provided for in paragraph 4, Tenant shall also promptly pay when and as due all taxes, assessments, fees, or charges that might be levied upon the Acreage that is covered by this Agreement, and shall otherwise promptly pay all costs and expenses relating to his operations on the premises throughout the term of this Agreement, and Hillsdale shall have no responsibility of any kind for such costs or expenses. Tenant further agrees to and shall keep the Acreage free from liens of any kind or nature.

13. Tenant agrees to and shall be solely responsible for applying for and pursuing the acquisition of any property or other tax exemptions that might be applicable.

14. Unless otherwise agreed in writing between Hillsdale and Tenant, Tenant shall not use, permit, or suffer the use of the Acreage for recreational activities of any kind, including but not limited to, horseback riding, the riding or operation of all-terrain or other off-road vehicles of any kind, hunting, or for any purpose other than the planting, growing, and harvesting of crops on and from the Acreage.

15. Each of the following shall constitute an "event of default" by Tenant under this Lease:

A. If Tenant shall fail to pay the rent, taxes, or other amounts to be paid by him for more than fifteen (15) days after written notice to Tenant that said amount has not been paid; or

B. Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice to Tenant thereof; or

C. The making by Tenant of any general assignment for the benefit of creditors; or should there be filed by or against Tenant a petition to have him adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy, (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); or should an appointed trustee or receiver take possession of substantially all of Tenant's assets at the premises, or of Tenant's interest in this Agreement, where possession is not restored to him within ninety (90) days; or should substantially all of Tenant's assets at the demised premises or his interest in this Agreement have been attached or judicially seized, where the seizure is not discharged within ninety (90) days; or

D. If Tenant shall abandon the premises for a period of forty-five (45) consecutive days, or suffer this Agreement to be taken under any writ of execution where such taking is not contested and discharged by him.

16. In the event of default by Tenant in the performance of any of his obligations under this Agreement, Hillsdale shall provide written notice and demand to cure to him by hand delivery or by first class mail addressed to him at the address listed in the opening paragraph of this Agreement, in which the nature of the default shall be specified. Should said default remain uncured for the period provided for in Paragraph 15, above, or otherwise for a period of thirty (30) days from the date of the delivery or the mailing of the written notice, Hillsdale shall be and is hereby granted the right to immediately terminate this Agreement. In the event of termination pursuant to this paragraph, all crops then planted and/or growing thereon shall become the property of Hillsdale and Hillsdale shall thereupon have the right to enter upon the Acreage at such times as it determines appropriate, remove and sell any crops then and/or thereafter growing thereon, and retain any proceeds from their sale as liquidated damages. Waiver of any default or Hillsdale's election not to require cure of any default shall not constitute a waiver of any future default by Tenant of his obligations under this Agreement.

17. In addition to all other remedies and relief, Tenant shall be responsible for all consequential damages and for all of Hillsdale's actual attorney fees and costs as are incurred by it as a consequence of Tenant's default, the actions needed to terminate this Agreement in accordance with applicable law, and/or to otherwise enforce its provisions.

18. Neither this Agreement nor any interest in or under it may be assigned by Tenant to any other person or entity. Hillsdale has the right to freely assign its rights and delegate its duties under this Agreement to any purchaser or other successor of its interests as the owner of the property that is the subject of this Agreement.

19. This Agreement is hereby declared binding upon the successors, heirs, and/or permitted assigns of the respective parties.

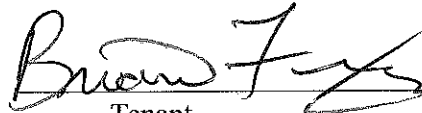
20. This Agreement and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Hillsdale and Tenant concerning the premises and there are no other covenants, promises, agreements, conditions, or understandings, either oral or written, between them. All prior communications, negotiations, arrangements, representations, agreements, and understandings between the parties hereto, and their respective representatives, whether oral, written, or both, are merged into this Agreement and extinguished, this Agreement superseding and canceling the same. No changes, additions, or interlineations made to this Agreement shall be binding unless initialed by each of the parties. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Hillsdale or Tenant, unless reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties have affixed their hands.

CITY OF HILLSDALE

TENANT

\_\_\_\_\_  
Adam Stockford, Mayor

  
\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Katy Price, Clerk

STATE OF MICHIGAN)

)ss.

County of Hillsdale )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, personally came the above named \_\_\_\_\_, to me known to be the Mayor and Clerk of the City of Hillsdale, respectively, and the same persons described in and who executed the within instrument, who acknowledged the same to be within their authorized authority and their free act and deed.

\_\_\_\_\_  
Notary

Hillsdale County, Michigan  
My Commission Expires:



STATE OF MICHIGAN)

)ss.

County of Hillsdale )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me a Notary Public in and for said County and State, personally came the above named \_\_\_\_\_, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

\_\_\_\_\_  
Notary

Hillsdale County, Michigan

My Commission Expires:

# City of Hillsdale Agenda Item Summary

**MEETING DATE:** October 18, 2021

**AGENDA ITEM #:** New Business

**SUBJECT:** PACE Special Assessment Agreement

**BACKGROUND PROVIDED BY:** David Mackie, City Manager

Attached is the PACE Special Assessment Agreement for the Keefer House Hotel. The Council received a presentation on this financing component of the project previously. The City Attorney has reviewed the agreement and finds it in acceptable order.

Representatives of Lean & Green Michigan, LLC will be present to answer questions.

**RECOMMENDATION:**

City Council review and approve the PACE Special Assessment Agreement between the City of Hillsdale, The Keefer House Hotel, LLC, CL Keefer Operations, LLC, and PLG Finance 1, LLC.

SPACE ABOVE FOR RECORDING PURPOSES

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**PACE SPECIAL ASSESSMENT AGREEMENT  
(OWNER-ARRANGED FINANCING)**

*by and among*

**CITY OF HILLSDALE, MICHIGAN,**

*and*

**THE KEEFER HOUSE HOTEL LLC,**

*and*

**CL KEEFER OPERATIONS, LLC,**

*and*

**PLG FINANCE 1, LLC,**

**Dated: [\_\_\_\_\_], 2021**

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**APPENDIX:**

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**PACE SPECIAL ASSESSMENT AGREEMENT**  
**(OWNER-ARRANGED FINANCING)**

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (this “Agreement”) is made this [ ] day of October, 2021, between CITY OF HILLSDALE, a Michigan municipal corporation (the “City”), whose address is 97 N. Broad Street, Hillsdale, MI 49242, THE KEEFER HOUSE HOTEL LLC, a Michigan limited liability company (the “Property Owner”), whose address is 315 5th Street, Peru, IL 61354 Attention: Nathan Watson, CL KEEFER OPERATIONS LLC, a Michigan corporation whose address is 315 5th Street, Peru, IL 61354 Attention: Nathan Watson (the “Ground Lessee”), and PLG FINANCE 1, LLC a Minnesota limited liability company (the “Lender”), whose address is 10050 Crosstown Circle, Suite 100, Eden Prairie, MN 55344.

**RECITALS:**

A. Pursuant to Act 270 (as defined below) and a resolution adopted by the City Council of the City on July 15, 2019, the City has established the PACE Program (as defined below) as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

B. Under Act 270, the City is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Energy Projects in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner, as lessor, and Ground Lessee, as lessee, are parties to that certain Ground Lease dated as of August 16, 2021 (as amended from time to time, the “Ground Lease”), pursuant to which Property Owner has leased the Special Assessment Parcel to Ground Lessee for the purposes of constructing certain commercial improvements and related amenities thereon, including PACE eligible Improvements (as defined below).

D. Pursuant to the Ground Lease the Property Owner has authorized Ground Lessee and Ground Lessee desires to undertake certain Energy Projects on its commercial property located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner and Ground Lessee to defray its cost.

E. In order to induce the Lender to make the Loan, the Property Owner and Ground Lessee have requested that the City enter into this Agreement to impose a special assessment on the property to be benefitted by the Energy Projects, in accordance with Act 270, which special assessment will secure and provide for repayment of the Loan from the Lender.

F. Pursuant to Act 270 and the PACE Program, the City is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the City, the Property Owner, Ground Lessee and the Lender agree that:

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Definitions.** Capitalized terms used in this Agreement and Recitals shall have the meanings stated in Act 270 and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Act 270**” means Act 270 of the Michigan Public Acts of 2010, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(b) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(c) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(d) “**Authorized Official**” means the City Manager, or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(e) “**Default Rate**” means the rates dictated for counties by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(f) “**Energy Efficiency Improvement**” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Hillsdale City Council.

(g) “**Energy Project**” means the installation or modification of an Energy Efficiency Improvement or the acquisition, installation, or improvement of a Renewable Energy Improvement.

(h) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine



**Hillsdale PACE Special Assessment Agreement  
Kefer House**

restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Ground Lease**” has the meaning set forth in recitals.

(l) “**Ground Lessee**” has the meaning set forth in the preamble.

(m) “**Improvements**” means the Energy Efficiency Improvements and the Renewable Energy Improvements being undertaken by the Ground Lessee (or Property Owner) on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(n) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(o) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(p) “**Lender**” has the meaning set forth in the preamble.

(q) “**Loan**” means the loan obtained by the Property Owner and Ground Lessee from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(r) “**Loan Documents**” means the PACE Loan Agreement and PACE Promissory Note, each dated as of even date herewith, between the Property Owner and Ground Lessee and the Lender, as well as any “Loan Documents” defined therein, and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner and Ground Lessee to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(s) “**Owner-Arranged Financing**” means the process by which a record owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the City.

(t) “**PACE Program**” shall mean the property assessed clean energy program implemented by the City pursuant to Act 270 and the PACE Program Report to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

**Hillsdale PACE Special Assessment Agreement  
Keefe House**

(u) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City Council of the City of Hillsdale on [INSERT DATE], including any amendments or changes thereto made before the date of this Agreement.

(v) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

(w) “**Property Owner**” has the meaning set forth in the preamble.

(x) “**Renewable Energy Improvement**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy Improvement includes a biomass stove but does not include an incinerator or digester.

(y) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to repay the Loan made by Lender to Property Owner and Ground Lessee and to defray the cost of the Improvements and which Special Assessment shall, together with all interest, charges, fees and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in Act 270 until such amounts have been paid in full.

(z) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to Act 270.

(aa) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the City and which is more particularly described on the attached **Appendix B**.

(bb) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

**ARTICLE II  
DESCRIPTION OF IMPROVEMENTS**

**Section 2.01 Description of Improvements.** The Improvements to be acquired, constructed, installed and financed by the Ground Lessee (with the consent of Property Owner under the Ground Lease) or directly by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner or Ground Lessee seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time as mutually agreed to in writing by the parties to this Agreement. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application attached hereto as **Appendix F** as a modification, or submitted as a new project, at the discretion of LAGM, and the Authorized Official.

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**ARTICLE III  
COVENANTS OF THE PROPERTY OWNER**

**Section 3.01 Acquisition, Construction and Installation of Improvements.**

(a) The Property Owner covenants and agrees to cause Ground Lessee (or to directly) to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner and Ground Lessee each agrees to waive any claim to seek additional loan proceeds from the Lender and the Property Owner and Ground Lessee each agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner and Ground Lessee each acknowledges and agrees that neither the City nor Lender makes any representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner and Ground Lessee each agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner and/or Ground Lessee shall be required to pay any portion of the costs of the Improvements from its own funds, then neither Property Owner nor Ground Lessee shall be entitled to any reimbursement therefor from City or from the Lender, nor shall the Property Owner or Ground Lessee be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges, fees or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Energy Project, the Property Owner or Ground Lessee has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner or Ground Lessee has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Energy Project. The Property Owner and Ground Lessee each further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner and Ground Lessee's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

**ARTICLE IV  
PACE SPECIAL ASSESSMENT**

**Section 4.01 PACE Special Assessment Created.**

(a) At the request of the Property Owner and Ground Lessee, the City hereby determines to assist the Property Owner and Ground Lessee in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the City finds is especially benefitted in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the City on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with

## **Hillsdale PACE Special Assessment Agreement Keefer House**

the consent of the Property Owner and Ground Lessee, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner and Ground Lessee, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of TWO MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$2,050,000.00) as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner and Ground Lessee. The Special Assessment shall be paid by the Property Owner (or by Ground Lessee on Property Owner's behalf) in 50 semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the City. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner (or by Ground Lessee) semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner (or by Ground Lessee) when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any "event of default" under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such "event of default" under the Loan Documents exists and is continuing. The City, the Property Owner and Ground Lessee and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner (or by Ground Lessee) on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender's determination thereof shall be binding on the Property Owner and Ground Lessee absent manifest error. The Property Owner and Ground Lessee and the Lender agree that the City shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the City may conclusively rely upon the Lender's determinations thereof for the purpose of exercising and discharging all of the City's rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and Ground Lessee and the City of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner, Ground Lessee or the City may request. The City hereby agrees and acknowledges that the Lender may employ the services of a third party servicer to perform any of the duties or other functions of the Lender relating to the administration of the Special Assessment under Article IV of this Agreement, including without limitation, billing and collecting any installments of the Special Assessments.

**Section 4.02 Assignment of Special Assessment Payments to Lender.** At the request of the Property Owner (and Ground Lessee) and the Lender, and pursuant to Section 9(g)(iii) of Act

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270, the City hereby irrevocably assigns to the Lender its right to receive all installments and prepayments of the Special Assessment required to be paid by the Property Owner (and Ground Lessee) pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the City, the Property Owner (and Ground Lessee) and the Lender agree that, except as provided in Section 4.05 of this Agreement: (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner (or Ground Lessee) directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner, Ground Lessee and the City; (ii) the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the City of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the City shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll and any penalties, fees, or charges on the Special Assessment have been made by the Property Owner (or Ground Lessee) to the Lender when due as required by the terms of this Agreement.

**Section 4.03 Property Owner's and Ground Lessee's Consent to Special Assessment; Waiver.**

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY, OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to, or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the City's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the City.

(b) The Ground Lessee hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY, OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to, or otherwise based upon any theory of procedural defect concerning the approval of the

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Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Ground Lessee further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(c) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(d) In addition to any conditions, covenants, warranties, and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate, or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers, or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed, or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees, and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the Lender with the Register of Deeds of the County of Hillsdale, State of Michigan.

(e) The Property Owner agrees that it, and its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, and for its successors and assigns, as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the City.

(f) The City agrees that following: (i) payment in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges, fees, and penalties which may accrue thereon, and (ii) receipt by the City of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest, charges, fees, and penalties on the Special Assessment Roll, have been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the City a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest charges, fees, or penalties which may accrue thereon, on a timely basis, when due, until the remaining balance and interest and penalties on said Special Assessment have been paid in full; (iii) acknowledging that the title insurance policy, if any, will state that the Special Assessment has not

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been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll and any charges, fees, or penalties that may have accrued thereon. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

**Section 4.04 Lien.** The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges, fees and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the City for City taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the City, including accrued interest, charges, fees, and penalties. The Special Assessment confirmed hereby is a debt to the City from the Property Owner and its successors in interest, lessees (including Ground Lessee), purchasers, and assigns. The right of the City to receive all installments of the Special Assessment required to be paid by the Property Owner (or Ground Lessee on Property Owner's behalf under the Ground Lease) pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the City to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the City upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner, Ground Lessee, or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the City or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

### **Section 4.05 Payment Default.**

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner (or Ground Lessee) to the Lender, as assignee of the City, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the City stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll and any penalties, fees, reasonable attorney's fees, and charges on the Special Assessment that were due and payable as of the Payment Default Date and which remain unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct, and complete as of the date of such notice. Upon receipt of such notice from the Lender, the City shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of delinquent special assessments under the General Property Tax Act and the ordinances of the City. The City



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may assess a fee for delinquent taxes, special assessments, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the City shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the City in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The City shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner, Ground Lessee, or to any other person for any action taken by the City pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the City of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the City shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner (or Ground Lessee) to the Lender when due as required by the terms of this Agreement, and the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect, or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The City hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the City from the Hillsdale County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the City from the Hillsdale County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the City advance to the Lender the amount of any unpaid Payment Default Amount, and the City shall be obligated to pay over to the Lender only such sums as are actually received by the Hillsdale County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees, or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, either by the County of Hillsdale or by the City of Hillsdale, Michigan, for the administration, billing, collection, or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to the City or the County Treasurer of the County of Hillsdale, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

**Section 4.06 Prepayment of Special Assessment.** Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner and/or Ground Lessee may, upon sixty (60) days' written notice to the Lender and the City, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the City that such prepayment was not received by the Lender.

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**Section 4.07 Invalidity; Cure.** In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the City shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with Act 270 and the PACE Program as reasonably determined by the Authorized Official. Each of the Property Owner and Ground Lessee, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

**Section 4.08 City Becoming Owner of the Special Assessment Parcel.** In the event that the City takes ownership of the Special Assessment Parcel by operation of law, the City and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on the applicable provisions of the Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the City owns the Special Assessment Parcel, no loan or special assessment payments, including interest, penalties, fees, or other charges, are required to be paid or will be accrued by the City to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the City owns the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the City, and no sale or transfer of the Special Assessment Parcel is valid unless and until all unpaid principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges due under the Loan Documents, as determined solely by Lender, have been paid and received by Lender.

**ARTICLE V  
CONDITIONS PRECEDENT**

**Section 5.01 Conditions Precedent to the City's Obligations.**

The obligations of the City under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the City, unless waived in writing by the City:

(a) The City, the Property Owner, the Ground Lessee, and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner, Ground Lessee, or the City is a party, or shall

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be threatened in writing against the Property Owner, the Ground Lessee, or the City, contesting the validity or binding effect of this Agreement, the Special Assessment, or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner (or Ground Lessee) to pay or the City to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner, Ground Lessee, or the City to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the City's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.

(f) The Property Owner, Ground Lessee, and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) Neither the Property Owner nor Ground Lessee shall have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

**ARTICLE VI  
REPRESENTATIONS AND WARRANTIES**

**Section 6.01 Representations and Warranties of the City.**

The City represents and warrants to the Property Owner, the Ground Lessee, and the Lender that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the City, and this Agreement complies with Act 270 and constitutes a valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, or other laws affecting creditors' rights

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generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution, or regulation to which the City is subject, or any agreement to which the City is a party or by which the City is bound, or any order or decree of any court or governmental entity by which the City is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

**Section 6.02 Representations and Warranties of the Property Owner.**

The Property Owner represents and warrants to the City, the Ground Lessee, and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and Property Owner and/or Ground Lessee shall be the legal and equitable title owner of the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the City, and Property

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Owner agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

(g) Property Owner certifies and warrants that it, or Ground Lessee, has received or will receive all permits and approvals required by the City for the construction and/or installation of the Improvements.

(h) The Property Owner has no knowledge of or reasonably should know of, any action, suit, proceeding or investigation pending before any court, public board or body to which the Property Owner or City is a party, or shall be threatened in writing against the Special Assessment Parcel or City, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or City to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the City to comply with any of the obligations and terms of this Agreement.

(i) The Property Owner is not currently in breach of and has no knowledge of any ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(j) The Property Owner has reviewed and hereby approves and certifies all documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made appendices to this Agreement, as true, accurate and complete.

(k) The Property Owner certifies and warrants that it has obtained, or will obtain, any and all necessary approvals for all Improvements to be acquired, constructed, installed and financed by the Property Owner and Ground Lessee under the PACE Program and that all such Improvements comply with all covenants and restrictions encumbering the Special Assessment Parcel.

**Section 6.03 Representations and Warranties of the Ground Lessee.**

The Ground Lessee represents and warrants to the City, the Property Owner, and the Lender that:

(a) The Ground Lessee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Delaware, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan.

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(b) The execution and delivery of this Agreement will not result in a violation or default by the Ground Lessee of any provision of its Articles of Incorporation or corporate by-laws, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Ground Lessee warrants and agrees that any contractual, legal or other disputes between it and the Property Owner -- other than matters specifically related to enforcement of property tax obligations -- or contractor involved in the PACE project do not involve the City, and Ground Lessee agrees to hold the City, its employees and agents, including but not limited to LAGM, harmless in any such disputes or causes of action.

(d) The Ground Lessee warrants and agrees that any contractual, legal or other disputes between it and the contractor involved in the Improvements do not involve the Lender, and Ground Lessee agrees to hold the Lender and its agents harmless from any such disputes or causes of action.

**Section 6.04 Representations and Warranties of the Lender.**

The Lender represents and warrants to the City that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner and Ground Lessee, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the City, its agents, attorneys, or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the City with respect to the Property Owner and Ground Lessee.

**ARTICLE VII  
DEFAULT**

**Section 7.01 Property Owner Event of Default.** If the Property Owner or Ground Lessee shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the City, an “Event of Default” shall be deemed to have occurred under this Agreement, provided, however, that the Property Owner’s failure to pay any Payment Default amount when due shall be an Event of Default without opportunity to cure as provided in this Section 7.01.

**Section 7.02 Remedies for Property Owner Event of Default.** Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the City, after giving written notice as

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required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the City and any costs incurred by the City in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated. Future installments of the Special Assessment shall continue to be a lien on the Special Assessment Parcel in accordance with the General Property Tax Act until notice has been provided to the City by Lender that such amounts have been paid in full, including an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct, and complete as of the date of such notice.

**Section 7.03 The City Default.** If the City shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the City from the Property Owner, Ground Lessee, or the Lender, a "City Default" shall be deemed to have occurred under this Agreement.

**Section 7.04 Remedy for City Default.** Upon the occurrence of a City Default as provided in Section 7.03 hereof, and if the Property Owner, Ground Lessee or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner, Ground Lessee or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner, Ground Lessee nor the Lender shall have the right to seek to recover money damages against the City, including any costs or fees (including attorneys' fees) incurred by the Property Owner, Ground Lessee, or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a City Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City Default shall negate or diminish the obligations of the Property Owner (or Ground Lessee) hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

**Section 7.05 Waiver.** Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.01 Term.** Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

**Section 8.02 Assignment.**



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Keefer House**

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the City shall have first received: (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States; and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement. *Provided further, however,* unless the Property Owner and Ground Lessee receive notice of the assignment on or before ten (10) days prior to the next semi-annual installment payment date as set forth on the Payment Schedule, then Property Owner (and Ground Lessee) shall be entitled to continue to make its semi-annual installment payment(s) to Lender, which payment(s) shall be a full and complete defense to any assignee’s demand for payment of any semi-annual installments paid to Lender.

**Section 8.03 Notices.** All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the City:

City of Hillsdale  
97 N. Broad Street  
Hillsdale, MI 49242  
Attn: AUTHORIZED OFFICIAL

With a copy to:

City of Hillsdale PACE Administrator  
Lean & Green Michigan  
PO Box 7035  
Detroit, MI 48207-9998

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

If to the Property Owner:                   The Keefer House Hotel, LLC  
315 5th Street  
Peru, IL 61354  
Attention: Nathan Watson)

With a copy to:                                The Lender

With a copy to:                                City of Hillsdale PACE Administrator  
Lean & Green Michigan  
PO Box 7035  
Detroit, MI 48207-9998

If to the Ground Lessee:                   CL Keefer Operations, LLC  
315 5th Street  
Peru, IL 61354  
Attention: Nathan Watson)

If to the Lender:                             PLG Finance 1, LLC  
10050 Crosstown Circle,  
Suite 100,  
Eden Prairie, MN 55344  
Attn: Rafi Golberstein

With a copy to:                                City of Hillsdale PACE Administrator  
Lean & Green Michigan  
PO Box 7035  
Detroit, MI 48207-9998

**Section 8.04 Amendment and Waiver** No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

**Section 8.05 Entire Agreement.** This Agreement constitutes the entire agreement between City, on the one hand, and the Lender, Ground Lessee and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the City, on the one hand, and the Lender or the Property Owner or the Ground Lessee, on the other hand.

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**Section 8.06 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 8.07 Captions.** The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 8.08 Applicable Law.** This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan, without regard to any principles of conflicts of laws.

**Section 8.09 Mutual Cooperation.** Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

**Section 8.10 Binding Effect; No Third-Party Beneficiary.** This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

**Section 8.11 Force Majeure.** No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGES]







**Hillsdale PACE Special Assessment Agreement  
Kefer House**

**IN WITNESS WHEREOF**, the City, Property Owner, Ground Lessee, and Lender have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

**LENDER:**

**PLG FINANCE 1, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Raphael Golberstein  
Its: Chief Manager

State of Minnesota    )  
                                  ) ss  
County of Hennepin    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by RAPHAEL GOLBERSTEIN, the Chief Manager of PLG FINANCE 1, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

[seal]

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_





**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX A  
PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial or industrial real property within the Hillsdale's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LAGM.

For projects financed for more than \$250,000, financial and logistical arrangements for ongoing measurement and verification of energy savings that meet standards set by LAGM. MCL 460.939(p).

**Hillsdale PACE Special Assessment Agreement  
Kefer House**

**APPENDIX B**

**SPECIAL ASSESSMENT PARCEL DESCRIPTION**

Parcel Numbers: 30-006-227-278-22; 30-066-227-282-16

Address:

96 N. Howell Street, City of Hillsdale, Michigan

104 N. Howell Street, City of Hillsdale, Michigan (aka 100, 102 and 104 Howell Street)

**LEGAL DESCRIPTION:**

Lots 57 and 58, Old or First Plat of the Village, now City of Hillsdale, according to the recorded plat thereof, as recorded in Liber E of Deeds, Page 380, Hillsdale County Records.

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX C**

**SPECIAL ASSESSMENT ROLL**

PACE Project Special Assessment

Parcel Number: 30-006-227-278-22; 30-066-227-282-16

Address: 96 N. Howell Street, City of Hillsdale, Michigan; 104 N. Howell Street, City of Hillsdale, Michigan (aka 100, 102 and 104 Howell Street)

City: City of Hillsdale

Owner: The Keefer House Hotel, LLC

Assessment:

Percent:

I certify that the above is the Special Assessment Roll created for the PACE project referenced in this Agreement in the applicable township, city, village, or applicable entity, in the State of Michigan, subject to payment of the special assessment as outlined in Appendix D of this Agreement.

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Dated

**Hillsdale PACE Special Assessment Agreement  
Kefer House**

**APPENDIX D**

**PAYMENT SCHEDULE**

[SEE ATTACHED]

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX E**

**DESCRIPTION OF IMPROVEMENTS**

Efficiency & Conservation Measures (ECMs)	Installed Cost	Annual Savings	Payback (Years)	SIR
<p><b>1 Building Envelope</b> <i>Existing attic insulation is R-19 cellulose. Existing walls are uninsulated three-course brick masonry. Specified design calls for adding frame walls, including R-13 wall insulation. Windows are old singlepane units in poor shape. Specified design calls for re-sealing windows and adding new weatherstripping.</i></p>	\$450,000	\$6,524	50 +	0.43
<p><b>2 Heating, Ventilation &amp; Air Conditioning</b> <i>Existing heating is provided by old, inefficient steam boiler system. Existing cooling is provided by old, inefficient window units and packaged HVAC systems. Specified design calls for a variable refrigerant flow (VRF) and dedicated outdoor air HVAC system .</i></p>	\$822,500	\$9,112	50 +	0.22
<p><b>3 Domestic Hot Water (DHW)</b> <i>Existing domestic hot water is an indirect system, connected to the old, steam boiler. Specified design calls for an indirect DHW system utilizing a 94% AFUE high efficiency boiler.</i></p>	\$40,000	\$3,021	13.2	1.51
<p><b>4 High Efficiency Water Fixtures</b> <i>Existing fixtures are 3.5-gpf toilets, 2.2-gpm bath faucets, 2.5-gpm showerheads. Specified design calls for 1.28-gpf toilets, 1.2-gpm bath faucets, 1.75-gpm showerheads.</i></p>	\$100,000	\$6,277	15.9	1.26
<p><b>5 Lighting Systems and Controls</b> <i>Existing lighting is incandescent and fluorescent; a baseline Lighting Power Density (LPD) of 2.05 (ASHRAE 90.1-1989) was utilized. Specified design calls for LED lighting @ 0.48 LPD. NOTE: An annual maintenance savings of \$1.45/square foot was included in the total savings estimate, which represents the materials and labor cost for replacing existing lighting on burnout versus LED lighting. See appendix for further details.</i></p>	\$475,000	\$83,528	5.7	3.27
<p><b>6 High Efficiency Elevator System</b> <i>Existing elevator system is old and inefficient. Specified design calls for new high efficiency elevator system.</i></p>	\$112,500	\$343	50 +	0.09

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX F**

**LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION**

**PACE Program Application**

**Property and Property Owner Information**

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)  
**Parcel #:** 30-006-227-282-16  
**Address:** 104 North Howell Street, Hillsdale, Hillside County, Michigan 49242- 1622  
**Owner:** The Keefer House Hotel, LLC

2. **Property Type** (double-click to check all that apply)  
 **Agricultural**  
 **Commercial** (including multifamily with 4 or more units)  
    • Type of commercial property - \_\_Hotel\_\_\_\_\_

**Industrial**  
 **Nonprofit**

3. **Property Record Owner(s) Contact Information**

**Property Owner/Company Name:** The Keefer House Hotel, LLC  
**Signatory Name:** \_\_\_\_\_  
**Address:** 100 North Howell St, Hillsdale, MI 49242  
**E-mail Address:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

4. **Property Owner(s) Type**

<input type="checkbox"/> Individual	<input type="checkbox"/> LLP	<input checked="" type="checkbox"/> LLC
<input type="checkbox"/> Corporation	<input type="checkbox"/> 501(c)3	<input type="checkbox"/> Other _____

5. **Property Valuation**  
**State Equalized Value (SEV):** \$ \_\_\_\_\_  
**Date of SEV:** \_\_\_\_\_  
**Valuation (per Proforma):** \$9,732,044  
**Date of Appraisal:** \_\_\_\_\_

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

**Total Dollar Amount of Liens Against Property:** \$ \_\_\_\_\_

7. **Balance of Any Mortgage(s):**

Amount of Mortgage	Name of Mortgage Holder
--------------------	-------------------------



**Hillsdale PACE Special Assessment Agreement  
Keeper House**

**Mortgage** \$ 4,791,000 Southern Michigan Bank & Trust

**Additional Debt on Property** \$ \_\_\_\_\_

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

**Energy Project Information**

1. **PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: N/A  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Other Contractors: \_\_\_\_\_

2. **Overall Energy Project Cost: \$2,000,000**

3. **Savings to Investment Ratio\*** (as provided in Savings Guarantee)

3a. Year 1: 1.19  
3b. Overall: Greater than 1

4. **Useful Life of Energy Project Measures:** 22.5 years

5. **User ID for Energy Star Portfolio Manager** (for property): \_\_\_\_\_

**PACE Loan Details**

1. **PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

Name: PACE Loan Group  
Address: 10050 Crosstown Circle, Suite 100, Eden Prairie, MN, 55344  
E-mail Address: bali@paceloangroup.com  
Telephone Number: (347) 836-3328

2. **Requested Assessment Amount**

Energy Project Cost: \$ 2,000,000  
Energy Audit \$ \_\_\_\_\_  
Engineering/Architect Plans \$ \_\_\_\_\_  
Building Permit Fees \$ \_\_\_\_\_  
Other (Please explain) \$ \_\_\_\_\_  
**Total Assessment Amount:** \$ \_\_\_\_\_ (Total of all lines above)

3. **Requested Assessment Repayment Period:** 25 years (Subject to useful life calculations)

4. **Interest Rate Offered by Lender:** \_\_\_\_\_

**All Attachments to Application:**

Appraisal

**Hillsdale PACE Special Assessment Agreement  
Kefer House**

- Baseline energy audit on the property, including useful life calculations of individual measures.
- Cash flow analysis\*
- Savings guarantee\*
- Lender Consent from mortgage holder
- Mortgage statement
- Property tax record
- Title report

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX G**

**FORM OF CERTIFICATE OF ASSIGNMENT**

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of \_\_\_\_\_, 2021 (the “**Effective Date**”), is made by PLG FINANCE 1, LLC, a Minnesota limited liability company (“**Assignor**”) to \_\_\_\_\_ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of Ten Dollars and No Cents (\$10.00), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the PACE Special Assessment Agreement entered into by Assignor, \_\_\_\_\_, and \_\_\_\_\_ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from \_\_\_\_\_ attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the PACE Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the PACE Special Assessment Agreement, Assignee shall be a party to the PACE Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the PACE Special Assessment Agreement. *Provided however*, Assignee acknowledges pursuant to Section 8.02(b) of the PACE Special Assessment Agreement unless the Property Owner and Ground Lessee (as such terms are defined therein) receive notice of this Assignment on or before ten (10) days prior to the next semi-annual installment payment date as set forth on the Payment Schedule, then Property Owner (and Ground Lessee) shall be entitled to continue to make all semi-annual

**Hillsdale PACE Special Assessment Agreement  
Kefer House**

installment payment(s) to Assignor. Assignee agrees to provide a copy of this Assignment to Property Owner and Ground Lessee along with its address and payment instructions. Assignor agrees to hold in trust for Assignee and pay over to Assignee any and all semi-annual installment payments received by Assignor that Assignee is entitled to receive pursuant to the terms of this Assignment.

5. All notices, certificates or communications provided pursuant to the PACE Special Assessment Agreement to Assignee shall be delivered as provided in the PACE Special Assessment Agreement to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

\_\_\_\_\_  
[INSERT LENDER]

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

Its: \_\_\_\_\_

ASSIGNEE:

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

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

Its: \_\_\_\_\_

**Hillsdale PACE Special Assessment Agreement  
Keeper House**

**Hillsdale PACE Special Assessment Agreement  
Keefer House**

**APPENDIX H**

**FORM OF LENDER CONSENT**

Lender Consent and Acknowledgement of Owner Participation in  
Hillsdale, Michigan PACE Program

This acknowledgement is granted \_\_\_\_\_, 20\_\_, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of \_\_\_\_\_ (the “Property Owner”), and the City of Hillsdale in the State of Michigan.

**Recitals**

A. Pursuant to Public Act No. 270 of 2010, Hillsdale established the Hillsdale Property Assessed Clean Energy (“PACE”) Program on \_\_\_\_\_, 20\_\_, by resolution, to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated \_\_\_\_\_, 20\_\_, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on \_\_\_\_\_, 20\_\_ at Liber \_\_, Page \_\_, \_\_\_\_\_ County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Hillsdale County, Michigan, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

**Consent and Acknowledgement**

Lender acknowledges that it has been informed of the Property Owner’s participation in the Hillsdale PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Hillsdale PACE Program.

**Hillsdale PACE Special Assessment Agreement  
Keeper House**

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission Expires:



# City of Hillsdale

## Agenda Item Summary

**MEETING DATE:** October 18, 2021

**AGENDA ITEM #:** New Business

**SUBJECT:** 23/25 N. Broad Street

**BACKGROUND PROVIDED BY:** David Mackie, City Manager

Attached are a number of renderings submitted by St. Anthony's Catholic Church, regarding their interest in acquiring 23/25 N. Broad Street. The lot is directly north of the Church. The City with the help of MEDC sought out private developers who might be interested in developing the lot. Unfortunately, no immediate interest was found. The City has approximately \$100,000 into the lot.

**RECOMMENDATION:**

City Council review and discuss how to move forward with selling 23/25 N. Broad Street property.



# 23/25 N. Broad Street





# **City of Hillsdale Agenda Item Summary**

**Meeting Date:**           **October 18<sup>th</sup>, 2021**

**Agenda Item #:**       **New Business**

**SUBJECT:**           **Approval of Master Contract with MDOT 2022-0066**

**BACKGROUND PROVIDED BY Karen Lancaster, Interim Finance Director**

In order to receive state and federal grant funding from MDOT, the City is required to authorize and execute the master agreement 2022-0066. The following document needs to be signed by the Mayor and/or the City Clerk. The master agreement sets forth several conditions for accepting funding including procurement standards, financial reporting and other assurances.

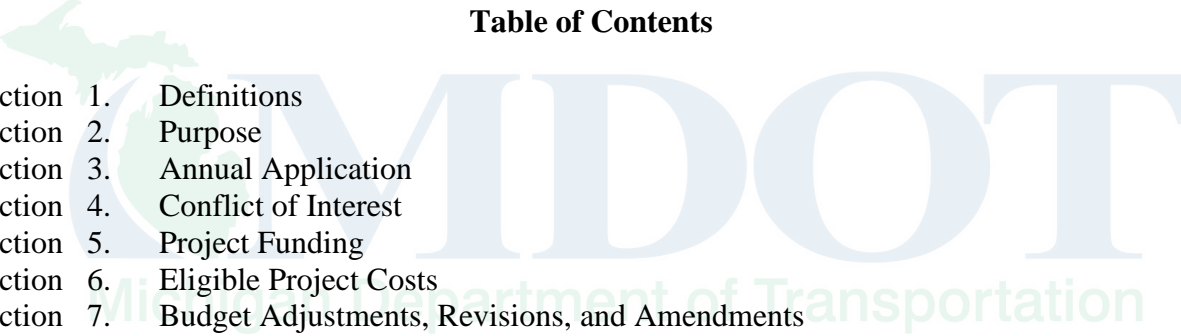
**RECOMMENDATION:**

City staff recommends City Council to approve and execute agreement as well as pass the attached resolution.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF HILLSDALE**  
**MASTER AGREEMENT FOR**  
**PUBLIC TRANSPORTATION PROJECTS**

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and City of Hillsdale (AGENCY).

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- Section 30. MDOT Audit and Adjustments
- Section 31. Access
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### **Attachments**

- Exhibit A - Insurance Requirements
- Appendix A - Prohibition of Discrimination in State Contracts
- Appendix B - Title VI Assurance
- Appendix C - Assurances That Recipients and Contractors Must Make

## **1. DEFINITIONS**

- AWARD** - Means the FEDERAL grant money and/or State grant money paid by MDOT through the PROJECT AUTHORIZATION.
- COMMISSION** - Means the Michigan State Transportation Commission.
- COORDINATING COMMITTEE** - Means a group of local human services agencies representing Specialized Services interests.
- COST/EXPENSE** - Means the amount to be paid through the PROJECT AUTHORIZATION. The term “cost” implies a one-time event such as a purchase, while the term “expense” implies ongoing payments such as salaries and wages, fuel, utilities, etc. This Agreement covers both capital purchases and operating programs and attempts to use the terms within their definitions.

- DIRECT RECIPIENT** - Means an agency that receives FEDERAL funds directly.
- FEDERAL** - Means the United States Department of Transportation, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA).
- FEDERAL AWARD** - Means the FEDERAL grant money paid by the federal government directly to the AGENCY.
- FORMULA RECIPIENT** - Means a recipient of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended.
- LOCAL OR REGIONAL ALLOCATION COMMITTEE** - Means a group of metropolitan planning agencies, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities.
- PART 200** - Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which applies to DIRECT RECIPIENTS.
- PART 1201** - Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by which the United States Department of Transportation adopts PART 200 with other provisions.
- PROJECT** - Means a funded activity that is budgeted and managed as a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the terms of the corresponding FEDERAL grant.
- PROJECT AUTHORIZATION** - Means the written document(s), which may be in electronic or paper form, by which a specific PROJECT is to be carried out by the AGENCY under the terms of this Agreement, as defined and initiated by MDOT.
- SUBRECIPIENT** - Means an agency that receives FEDERAL funds from MDOT.



## **2. PURPOSE**

The purpose of this Agreement is to make FEDERAL and/or state grant funds available to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued hereunder. Award of this Agreement will not in any manner provide for or imply any agreement on the part of MDOT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION that contains FEDERAL funds, the AGENCY must follow the guidelines and regulations of the respective FEDERAL agency and program, which may include the [FTA Certifications and Assurances](#) and/or the [FTA Master Agreement](#), which are updated annually, as applicable.

## **3. ANNUAL APPLICATION**

The AGENCY must have an approved application for PROJECTS to be selected for funding. Please see the [Annual Application instructions](#).

## **4. CONFLICT OF INTEREST**

The AGENCY must disclose any potential conflict of interest in it receiving financial assistance through a PROJECT AUTHORIZATION to MDOT in writing. If the potential conflict of interest is with a FEDERAL AWARD, the AGENCY must submit the written disclosure to the applicable FEDERAL agency.

## **5. PROJECT FUNDING**

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. MDOT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the MDOT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains state funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When MDOT is the recipient of the FEDERAL grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between MDOT and the FEDERAL agency. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency. MDOT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION, the FEDERAL grant being incorporated herein by reference. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For agencies that receive FEDERAL funds from MDOT, MDOT may withhold FEDERAL funds or require the return of project equipment for failure to meet FEDERAL requirements in the FEDERAL grant and/or MDOT requirements.

## **6. ELIGIBLE PROJECT COSTS**

The AGENCY agrees that the costs reported to MDOT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

### **DIRECT RECIPIENTS:**

PART 200 governs the grant administration, cost principles, and audit requirements for FEDERAL AWARDS. Application of PART 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how PART 200 affects a specific award. It is the AGENCY's responsibility to determine PART 200's applicability and to notify MDOT in writing of that determination.

### **SUBRECIPIENTS:**

PROJECT AUTHORIZATIONS that reimburse operating expenses must comply with the Local Public Transit Revenue and Expense Manual except for PROJECT AUTHORIZATIONS under the Specialized Services Program. (Please see Section 21.) PROJECT AUTHORIZATIONS that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be in accordance with and not to exceed the amounts set forth in the current [State of Michigan Standardized Travel Regulations](#).

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or FEDERAL funds are used.

If the AGENCY receives state and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

## **7. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS**

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the state, FEDERAL, or local amounts, significantly change the scope, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the LOCAL OR REGIONAL ALLOCATION COMMITTEE, MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 21 for additional requirements for the Specialized Services Program.)

## **8. TIMELY EXPENDITURE OF FUNDS**

Beginning with PROJECT AUTHORIZATIONS awarded after September 30, 2021, sufficient progress toward the obligation of funds must be made within twelve (12) months of receiving an awarded PROJECT AUTHORIZATION or MDOT may cancel the PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request to extend the term of a PROJECT AUTHORIZATION. Extension requests must be submitted in writing at least six (6) months prior to expiration of the PROJECT AUTHORIZATION and must include justification for the extension and a timeline for completion of the remaining PROJECTS. If MDOT agrees with the justification and timeline, an extension will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the PROJECT AUTHORIZATION replacing one-third of the state match with local funds or may choose to cancel the PROJECT AUTHORIZATION.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the PROJECT AUTHORIZATION being awarded or unless there was an increase in the contract amount within six (6) months of the PROJECT AUTHORIZATION being awarded.

## **9. COMPETITIVE PROCUREMENT**

Project-Related Procurement: If the AGENCY receives FEDERAL funding through MDOT for the procurement, the AGENCY will comply with current [Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT](#).

Vehicle-Related Procurement: The AGENCY will submit to MDOT all required procurement documents listed in the [Guidelines for Local Vehicle Procurement on State Administered Grants](#) for review and approval by MDOT for solicitations over the amount identified in COMMISSION policy.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Program](#).

## **10. THIRD-PARTY CONTRACT PROCEDURES**

If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

## **11. PROMPT PAYMENT**

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

## **12. PROCUREMENT OF RECOVERED MATERIALS**

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and



resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **13. PROCUREMENT OF VEHICLES BY AGENCY**

The AGENCY will purchase revenue vehicles as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Program](#). When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current [Guidelines for Local Vehicle Purchase on State Administered Grants](#) and is not exempt from the procedures set forth in Section 10.

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

### **14. INSPECTION OF PROJECT EQUIPMENT AND RECORDS**

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT. Records must be kept for three (3) years after disposal of PROJECT equipment.

### **15. USE AND DISPOSITION OF FACILITY/PROJECT EQUIPMENT**

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and MDOT funds, will be used in accordance with FEDERAL

procedures as set forth in 49 CFR Part 18. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. This vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT's current [Preventive Maintenance Manual](#). If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and will be used to support the provision of public transportation services.

Agencies that receive FEDERAL funding through MDOT agree to give MDOT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the PROJECT equipment until the terms of this section have been met.



The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of FEDERAL/state-funded equipment or facilities for non-public transportation use cannot interfere with or detract from the provision of the public transportation service for which the equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or FEDERAL operating assistance and may require a state-approved cost allocation plan.

(Please see Section 22 for additional requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.)

## **16. INSURANCE**

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self-insurance as set forth in Exhibit A, dated December 9, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

## **17. INDEMNIFICATION**

The AGENCY agrees to indemnify and save harmless the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

## **18. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS**

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must submit requests for payments on applicable forms via ProjectWise, the electronic payment and data storage system utilized by the Office of Passenger Transportation. Payment forms must be complete and must include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.

- i. Agencies receiving FEDERAL funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current [Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT](#).
- ii. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Management System (PTMS). The AGENCY must enter the following information into PTMS:

- (a) the required information for revenue vehicles into the vehicle inventory;
    - (b) equipment procurements of Five Thousand Dollars (\$5,000.00) or more into the equipment inventory if MDOT-administered FEDERAL funds were used for the purchase;
    - (c) new facilities into the facility inventory;
    - (d) facility improvements of Five Thousand Dollars (\$5,000.00) or more into the facility inventory if MDOT-administered FEDERAL funds were used in the projects.
  - iii. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current [Guidelines for Local Vehicle Purchase on State Administered Grants](#).
  - iv. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Programs](#).
  - v. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
  - vi. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within ninety (90) days after costs have been incurred or an invoice received, the AGENCY will submit to MDOT a billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to MDOT within the ninety (90) day period, which request will include documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the ninety (90) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation ninety (90) days after costs were incurred or an invoice received or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.
- c. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION

and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

Funds administered by MDOT as specified in the PROJECT AUTHORIZATION(S) will be payable by MDOT to the AGENCY.

**19. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS**

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must generate a quarterly operating assistance report in PTMS.
- b. One-quarter (1/4) of the funds to be provided by the State of Michigan and/or State of Michigan administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
  - i. MDOT award of this Agreement.
  - ii. Award of the FEDERAL revenue grant, if applicable.
  - iii. MDOT award of the PROJECT AUTHORIZATION.
  - iv. MDOT approval and receipt of executed third-party contracts, if applicable.
  - v. MDOT receipt of reports due from the previous fiscal year.
- c. Up to one-quarter (1/4) of the funds provided by the State of Michigan and/or State of Michigan administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.
- d. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(Please see Section 20 for additional requirements for the Section 5311 Rural Area Formula Operating Program.)

**20. THE SECTION 5311 RURAL AREA FORMULA OPERATING PROGRAM**

- a. The AGENCY's initial award amount in a PROJECT AUTHORIZATION is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.
- b. Revenues, expenses, eligible expenses, and nonfinancial data is reported on a quarterly basis in accordance with the Local Public Transit Revenue and Expenses Manual.
- c. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly operating assistance report in PTMS.
- d. Payments are capped at one-quarter (1/4) of the amount of the initial award. MDOT may reduce a payment if a quarterly report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the FEDERAL funds. Any unpaid amounts will be paid immediately upon authorization.
- e. The Section 5311 Program is required to be audited annually in accordance with the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars (\$0.00) total eligible expenses.
- f. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required by Section 29 - Responsibility to Review the Annual CPA Audit.
- g. MDOT reviews the audited eligible expenses for compliance with this Agreement, the R&E Manual, and the Audit Guide. Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of FEDERAL funds available, and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the FEDERAL and MDOT funding.

## **21. THE SPECIALIZED SERVICES PROGRAM**

### **a. Budget Adjustments**

In order to adjust funds from one recipient to another, the recipients listed in the PROJECT AUTHORIZATION must make the request in writing, and the AGENCY and the COORDINATING COMMITTEE must agree upon the request.

### **b. Reimbursements**

Actual reimbursement will be based on an hourly rate or the rate for a one-way passenger trip up to the maximum amount provided in the PROJECT AUTHORIZATION.

### **c. Third-Party Contract Procedures**

If no FEDERAL funds are used, then the AGENCY is exempt from the competitive bidding requirements outlined in Section 9 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to MDOT and are nonprofit corporations organized under the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

### **d. Accounting Records and Documentation**



- i. The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.
- ii. Agencies and subrecipients will use the current [Specialized Services Manual](#).

## **22. THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM**

### **a. Use and Disposition of Facility/Project Equipment**

In addition to the requirements in Section 15, the AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.

### **b. Lease of Project Equipment**

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 16 above. Any such lease will contain all applicable provisions of this Agreement.

## **23. REPORTING REQUIREMENTS**

### **a. Milestone Reports**

The AGENCY will prepare and submit to MDOT milestone reports ten (10) days after the end of each quarter in PTMS. Upon completion of the PROJECT deliverables, the AGENCY must submit to MDOT prior to the final PROJECT payment a comprehensive summary close-out report on the results of the PROJECT, the conclusions reached, and the methods used.

### **b. Final Reports**

The final close-out report must be submitted in the following Americans with Disabilities Act (ADA) compliant format:

- Use Arial font 11 or 12 point.
- Left justified.
- Underlining should be reserved for Uniform Resource Locators (URLs).
- Minimize use of bold or italics with text.
- Refrain from using all caps or highlighting text.



- If using text boxes, tables, and/or graphics, use descriptions the Optical Character Recognition (OCR) reader will recognize.
- No scanned documents.

c. **Management Information System Reporting**

Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

d. **Section 5310 Performance Measures**

All Section 5310 performance measure reports must be completed and submitted by the deadline. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

**24. COMPLIANCE REVIEWS**

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current PROJECT AUTHORIZATIONS will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

**25. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION**

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION (RECORDS). Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT

AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Agencies that are FORMULA RECIPIENTS will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT AUTHORIZATION and until notified that the Local Bus Operating Assistance Program for the year of the RECORDS has been closed out.

- c. Agencies that are FORMULA RECIPIENTS will implement internal controls to identify and keep separate expenses incurred under PROJECT AUTHORIZATIONS from expenses incurred for 51 PA 1951 Section 10e(4) reimbursement.
- d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

## **26. FISCAL YEAR-END ACCOUNTING COMPLIANCE**

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any AWARD. This includes, but is not limited to, payment requests and the setup of payables. Failure to comply could result in the loss of funds.

## **27. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS**

If the AGENCY is an urban FORMULA RECIPIENT (an agency with an area whose population exceeds 100,000), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 25(c). The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Sections 28(a) and 28(b). The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

## **28. ANNUAL CPA AUDIT REQUIREMENTS**

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of PART 200

and the Audit Guide. The audit must be submitted as required in subsections (a) and (b) below.

a. **Federal Single Audit**

Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with Subpart F of PART 200. Submission requirements for the Single Audit are located at [Section 200.512 “Report submission”](#) of PART 200.

The Single Audit and the Section 200.512 of PART 200 reporting requirements must be:

- i. Uploaded at: <https://harvester.census.gov/facweb/default.aspx/>, or a hard copy can be put in the U.S. mail to:

Federal Audit Clearinghouse\*  
1201 East 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

\*No contact person necessary

- ii. Sent to the following address via email:

Michigan Department of Transportation  
Financial Operations Division  
Budget, Outreach and Program Support Section  
[MDOT-LocalAgencyAudit@michigan.gov](mailto:MDOT-LocalAgencyAudit@michigan.gov)

If the Single Audit contains a Section 200.516(a) “Audit Findings” and/or a status of prior audit findings relating to a FEDERAL award, an electronic copy of the annual audit must be sent to Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, at: [matthew.dietrich@dot.gov](mailto:matthew.dietrich@dot.gov).

b. **State Transit Audit**

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are also FORMULA RECIPIENTS must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury’s [website](#).

c. **No CPA Audit Required**

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are not FORMULA RECIPIENTS are not required to have a CPA audit performed but must submit the following information to MDOT:

- i. A statement advising that a single audit is not required.
- ii. The applicable fiscal year.
- iii. The amount of FEDERAL funds spent.
- iv. The name(s) of the MDOT federal programs.
- v. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

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

## **29. RESPONSIBILITY TO REVIEW THE ANNUAL CPA AUDIT**

Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

- a. Review all aspects of the audit relating to this Agreement and all applicable PROJECT AUTHORIZATIONS, including the following:
  - i. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.
  - ii. Audit findings applicable to this Agreement and the PROJECT AUTHORIZATIONS hereunder.
  - iii. If Section 27 of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.
- b. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT's Office of Passenger Transportation (NOTIFICATION). The NOTIFICATION must include but is not limited to the following:
  - i. Identification of any missing line items for each PROJECT AUTHORIZATION and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The NOTIFICATION must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.
  - ii. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a PROJECT

AUTHORIZATION, the NOTIFICATION must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the PROJECT AUTHORIZATION. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.

- iii. If the CPA issued a qualified opinion on the internal controls report required under Section 27, the NOTIFICATION must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the PROJECT AUTHORIZATIONS that are the subjects of the audit findings.

- c. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:
  - i. Submit a written concurrence to MDOT's Auditing Specialist that will allow the Office of Passenger Transportation to begin its review of the CPA audit; or
  - ii. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.

Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

### **30. MDOT AUDIT AND ADJUSTMENTS**

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

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau or office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any

disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

### **31. ACCESS**

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any PROJECT. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the FEDERAL agency.



### 32. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, with regard to its contracting opportunities. The AGENCY’s contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.

When the AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by MDOT, MDOT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to MDOT for these FEDERAL funds. Transit vehicles are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with 49 CFR Part 26 will result in the withholding of FEDERAL funds administered by MDOT.

- d. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on this form (Uniform Report of DBE Awards or Commitment and Payments) should represent the DOT share attributable to the Operating Administration.
- e. The DBE Commercially Useful Function (CUF) requirements (form 4109T) of MDOT’s Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally-funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE firms, not just projects with a DBE goal. This review



should be conducted while the DBE is actually working on the project. Federal regulation 49 CFR 26.55 states: “A DBE performs a commercially useful function when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.” Additional FHWA CUF guidance can be found at: [www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf](http://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf).

- f. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to MDOT.

### **33. CERTIFICATION**

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the AGENCY will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand

Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

#### **34. TERMINATION OR SUSPENSION**

The AGENCY agrees that any PROJECT AUTHORIZATION and/or this Agreement may be terminated for any reason articulated in Section 340 (“Termination”) of PART 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to MDOT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

#### **35. UNFAIR LABOR PRACTICES**

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different

violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <http://www.sam.gov/portal/SAM/#1>.

### **36. ASSIGNMENT OF ANTITRUST RIGHTS**

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

### **37. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS**

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

### **38. PROHIBITED INTEREST**

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**39. POLITICAL ACTIVITY**

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

**40. DISCREPANCIES**

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereunder, the body of this Agreement will govern.

**41. TERM OF AGREEMENT**

The effective date of this Agreement is October 1, 2021, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2022 through 2025.

When the funding of a PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant for MDOT and FTA funds, MDOT will allow costs to be incurred for PROJECTS in advance of FEDERAL and MDOT approval to be apportioned in fiscal years 2022-2025, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2021. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

**42. SIGNING**

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any PROJECT AUTHORIZATION, the AGENCY must provide to MDOT a certified copy of a resolution approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

CITY OF HILLSDALE

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

**APPROVED**  
Director Agenda

\_\_\_\_\_

December 9, 2016

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply will the following insurance requirements as applicable:

1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.

2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds

- a. Insurance - During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

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

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

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

Revised June 2011

**APPENDIX C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

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

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

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**CITY OF HILLSDALE, MICHIGAN**

**Resolution # \_\_\_\_\_**

**Blanket Signature Resolution for MDOT Agreement 2022-0066**

**MASTER AGREEMENT RESOLUTION**

**Whereas**, the City of Hillsdale has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for passenger transportation related services; and,

**Whereas**, the City of Hillsdale does hereby approve Master Agreement No.2022-0066,

**Now, Therefore**, be it resolved that the Mayor and/or Clerk of the City of Hillsdale, be authorized and directed to execute said agreement 2022-0066 for an on behalf of the City of Hillsdale;

**PROJECT AUTHORIZATION RESOLUTION**

**Whereas**, this resolution shall also approve execution of Project Authorizations for any programs designated by the City of Hillsdale and/or Project Authorizations for any amount determined by the City of Hillsdale with the Michigan Department of Transportation which are issued under Master Agreement Number 2022-0066,

**Now, Therefore**, be it resolved that the Mayor and/or Clerk of the City of Hillsdale are authorized to enter into and execute on behalf of the City of Hillsdale all such project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the Agreement period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adam L. Stockford, Mayor

\_\_\_\_\_  
Katy Price, City Clerk

## CERTIFICATE

The undersigned duly qualified Clerk of the City of Hillsdale certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Hillsdale held on October 18, 2021.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katy Price, City Clerk