



# City Council Agenda

April 15, 2024  
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 March 28, 2024 - \$1,598,913.73
    - 2. Payroll of April 11, 2024 - \$192,218.36
  - B. City Council Minutes of April 1, 2024
  - C. Finance Minutes of April 1, 2024
  - D. Budget Work Session Minutes of April 8, 2024
  - E. Street & Sidewalk Closure for Hillsdale College Commencement
  - F. CAPA 5k Glow Run
- VI. Communications/Petitions**
  - A. BPU Press Release
  - B. 2024 Electronics Recycling Event
  - C. Food Truck – Solicitor & Peddlers Registration
  - D. MRC Spring Newsletter
  - E. Hillsdale County Commissioner Update – Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
  - A. Public Hearing: Ordinance Amendment for Parking Violation Fines
  - B. Public Hearing: Special Assessment Districts 2022-07, 2024-08 Assessment Roll Confirmation
- VIII. Old Business**
  - A. Emergency On-Call Service Holiday City Agreement
  - B. Closed Session: Purchase of Real of Property
- IX. New Business**
  - A. Resolution to Amend PACE Program & Report
  - B. Resolution to Amend Resolution Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadows Drive
  - C. City Hall & BPU Cleaning Contract
  - D. BPU Trucks Bid Award
  - E. Noise Variance Request – Hinkley/Adams Wedding
- X. Miscellaneous Reports**
  - A. Proclamation- None

- B. Appointment – None
- C. Other- None

**XI. General Public Comment**

**XII. City Manager’s Report**

**XIII. Council Comment**

**XIV. Adjournment**

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/28/2024 - 03/28/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-123.000	WORKERS COMP - PAYROLL AUDIT 7/1 MML WORKERS' COMP FUND	WORKERS COMP - PAYROLL AUDIT 7/1/22 - 7		1,785.00	108235
			Total For Dept 000.000	1,785.00	
Dept 172.000 CITY MANAGER					
101-172.000-715.000	DENTAL & VISION - CM	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	44.28	823
			Total For Dept 172.000 CITY MANAGER	44.28	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-715.000	DENTAL & VISION - ADMIN	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	5.89	823
101-175.000-802.000	DART ANTENNA MOUNT COMPASS	AMAZON CAPITAL SERVICES, I	DART ANTENNA MOUNT BATTERIES COMPASS	54.50	108199
101-175.000-802.000	UNIFI ANTENNA PAIR	AMAZON CAPITAL SERVICES, I	UNIFI ANTENNA PAIR	139.98	108199
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAR)	163.88	108248
101-175.000-802.000	AUTOCAD SUBSCRIPTION	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	864.42	822
			Total For Dept 175.000 ADMINISTRATIVE SERVICES	1,228.67	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-715.000	DENTAL & VISION - FINANCE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	49.96	823
101-191.000-801.000	ACCOUNTING SERVICES CONTACT - FE	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES CONTACT - FEB 2024	5,506.35	108251
			Total For Dept 191.000 FINANCE DEPARTMENT	5,556.31	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-715.000	DENTAL & VISION - CLERK	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	110.69	823
101-215.000-734.000	STAMPS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	343.79	822
101-215.000-860.000	CLERK CONFERENCE MILEAGE	KATY PRICE	CLERK CONFERENCE MILEAGE/MEAL REIMBURSE	178.22	108243
101-215.000-956.200	MEAL	KATY PRICE	CLERK CONFERENCE MILEAGE/MEAL REIMBURSE	24.87	108243
			Total For Dept 215.000 CITY CLERK DEPARTMENT	657.57	
Dept 253.000 CITY TREASURER					
101-253.000-726.000	LYSOL,FEBREZE,FILE CRATE,FILE BO	WALMART COMMUNITY	CREDIT CARD CHARGES - FEB 2024	92.89	108255
101-253.000-801.000	TREASURY MANUAL, SPECIAL ACTS, M	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES CONTACT - FEB 2024	3,456.25	108251
			Total For Dept 253.000 CITY TREASURER	3,549.14	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-715.000	DENTAL & VISION - ASSESSING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	122.34	823
101-257.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	2.99	108209
101-257.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES 2ND FL CITY HALL	64.48	108209
101-257.000-734.000	POSTAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	136.00	822
101-257.000-810.000	DUES & SUBSCRIPTIONS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	25.00	822
101-257.000-860.000	TRANSPORTATION & MILEAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	5.00	822
			Total For Dept 257.000 ASSESSING DEPARTMENT	355.81	
Dept 262.000 ELECTIONS					
101-262.000-726.000	WATER,NAPKINS,SODA,DONUTS	CARD SERVICES CENTER	K. PRICE CREDIT CARD	81.95	822
			Total For Dept 262.000 ELECTIONS	81.95	
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	20.00	108221
101-265.000-726.000	AIR FRESHENER	CARD SERVICES CENTER	K. PRICE CREDIT CARD	20.67	822
101-265.000-850.000	OOMA FAXING EQUIP FEB-MAR 24	OOMA, INC.	OOMA FAXING EQUIP FEB-MAR 24	308.32	108237
101-265.000-920.000	505431439 - 22 N MANNING - MITCH	MICH GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	354.03	817
101-265.000-920.000	505119616 - 97 N BROAD - CITY HA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	592.99	818
			Total For Dept 265.000 BUILDING AND GROUNDS	1,296.01	
Dept 270.000 HUMAN RESOURCES					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 270.000 HUMAN RESOURCES					
101-270.000-715.000	DENTAL & VISION - HR	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	44.28	823
Total For Dept 270.000 HUMAN RESOURCES				44.28	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-715.000	DENTAL & VISION - POLICE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	1,240.46	823
101-301.000-726.000	POSTAGE FOR BLOOD KITS 24-694 AN	MARTIN BRAD	POSTAGE FOR BLOOD KITS 24-694 AND 24-69	10.70	108230
101-301.000-726.000	CLOROX WIPES, TRASH LINERS, KLEE	WALMART COMMUNITY	CREDIT CARD CHARGES - FEB 2024	98.66	108255
101-301.000-726.000	POSTAGE	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	39.90	822
101-301.000-801.000	RANGE USE FOR 2024	HILLSDALE CO SHERIFF'S OFF	RANGE USE FOR 2024	300.00	108222
101-301.000-801.000	TOKEN FEE FROM 01/01/2024 - 03/3	MICH STATE POLICE	TOKEN FEE FROM 01/01/2024 - 03/31/2024	99.00	108232
101-301.000-930.000	4 NEW TIRES ON UNIT 2-3	NORM'S TIRE & SERVICE	4 NEW TIRES ON UNIT 2-3	664.00	108236
101-301.000-930.000	OIL CHANGE UNIT 2-7	PARNEY'S CAR CARE, LLC	OIL CHANGE UNIT 2-7	46.00	108238
101-301.000-930.000	FEBRUARY CAR WASH BILL	RR&D ENTERPRISES	FEBRUARY CAR WASH BILL	83.00	108245
101-301.000-956.200	FIREARM TRAINING - NEWELL	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	206.61	822
Total For Dept 301.000 POLICE DEPARTMENT				2,788.33	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-715.000	DENTAL & VISION - FIRE	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	392.25	823
101-336.000-726.000	2 1/2" BRASS BALL VALVE	CEM SUPPLY, INC	2 1/2" BRASS BALL VALVE	252.99	108205
101-336.000-726.000	1.75OZ T PLUS SEALANT	FAMILY FARM & HOME	1.75OZ T PLUS SEALANT	4.79	108216
101-336.000-726.000	2 - 3 9/16 X 4 1/2 SS CLAMP	FAMILY FARM & HOME	2 - 3 9/16 X 4 1/2 SS CLAMP	6.98	108216
101-336.000-726.000	WATER FOR THE FIRE DEPARTMENT	HILLSDALE MARKET HOUSE, IN	WATER FOR THE FIRE DEPARTMENT	39.92	108223
101-336.000-726.000	FIRST RESPONDER BAG	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	119.98	822
101-336.000-920.000	502806085 - 77 E CARLETON - FIRE	MICH GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	375.16	816
101-336.000-956.000	TRAINING & SEMINARS	BRAD VANDERLOOVEN	CONTINUNING EDUCATION BLS/HEATHCARE PRC	585.00	108204
Total For Dept 336.000 FIRE DEPARTMENT				1,777.07	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-715.000	DENTAL & VISION - DPS	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	245.21	823
101-441.000-726.000	GLOVES, DEPOSIT BAGS AND COPY PA	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DART, PARKS, LOCAL DRAINS	88.10	108199
101-441.000-726.000	SUPPLIES FOR SHOP	GELZER HJ & SON INC	SUPPLIES FOR SHOP	4.99	108218
101-441.000-726.000	KEYS FOR DPS	GELZER HJ & SON INC	KEYS FOR DPS	6.97	108218
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	15.00	108221
101-441.000-726.000	RETURN GELZER ITEMS PURCHASED LA	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	(80.74)	822
101-441.000-726.000	ELECTRODE CARTRIDGE	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	155.75	822
101-441.000-742.000	UNIFORMS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	30.30	108206
101-441.000-742.000	UNIFORMS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	25.65	108206
101-441.000-742.000	SAFETY GLASSES,GLOVES,4 PT RATCH	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	108.18	822
101-441.000-801.000	MATS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	37.29	108206
101-441.000-801.000	MATS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	37.26	108206
101-441.000-801.000	MIDEAL	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	180.00	822
101-441.000-930.000	LED LIGHTS FOR DPS BUILDING	AMAZON CAPITAL SERVICES, I	LED LIGHTS FOR DPS BUILDING	485.94	108199
101-441.000-955.588	FRANK ENGLE - CDL RENEWAL	FRANK ENGLE	FRANK ENGLE - CDL RENEWAL	25.00	108215
101-441.000-956.000	PESTICIDE APPLICATOR CERT	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	184.00	822
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				1,548.90	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-715.000	DENTAL & VISION - ENGINEERING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	110.69	823
101-447.000-810.000	CONSTRUCTION SW RENEWAL	CARD SERVICES CENTER	K. BAUER CREDIT CARD	96.90	822
Total For Dept 447.000 ENGINEERING SERVICES				207.59	
Dept 595.000 AIRPORT					
101-595.000-726.000	SOAP	GELZER HJ & SON INC	SOAP,LIGHTS	3.99	108218

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Fund 101 GENERAL FUND					
Dept 595.000 AIRPORT					
101-595.000-726.000	WATER - AIRPORT	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	5.00	108221
101-595.000-726.000	FEBREZE, CREAMER, COFFEE, CUPS, SODA	HILLSDALE MARKET HOUSE, I	FEBREZE, CREAMER, COFFEE, CUPS, SODA, NAPKIN	90.04	108223
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	821
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	821
101-595.000-930.000	TIRE GAUGE, TIRE CHUCK, CARD, CO	GELZER HJ & SON INC	YELLOW PAINT, TIRE GAUGE, TIRE CHUCK, CP	22.56	108218
101-595.000-930.000	BOLT SNAP - FLAG REPAIR	GELZER HJ & SON INC	BOLT SNAP - FLAG REPAIR	17.37	108218
101-595.000-930.000	REPAIRS & MAINTENANCE	GELZER HJ & SON INC	PARTS TO REPAIR WINDCONE	48.56	108218
101-595.000-930.000	PARTS - TUG REPAIRS	CARD SERVICES CENTER	G. MOORE CREDIT CARD	650.40	822
Total For Dept 595.000 AIRPORT				1,807.92	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-715.000	DENTAL & VISION - PLANNING	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	110.69	823
101-701.000-905.000	PUBLISHING / NOTICES	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	102.92	822
Total For Dept 701.000 PLANNING DEPARTMENT				213.61	
Dept 728.000 ECONOMIC DEVELOPMENT					
101-728.000-715.000	DENTAL & VISION - ECON DEVEL	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	30.71	823
101-728.000-726.000	COPY PAPER	CURRENT OFFICE SOLUTIONS	COPY PAPER	49.00	108209
Total For Dept 728.000 ECONOMIC DEVELOPMENT				79.71	
Dept 756.000 PARKS					
101-756.000-726.000	WET SUIT GEAR FOR DOCKS INSTALL/	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DART, PARKS, LOCAL DRAINS	295.20	108199
101-756.000-726.000	STRAW BLANKET ROLL FOR PARKS	DOUBLE A LAWNSCAPING & SUI	STRAW BLANKET ROLL FOR PARKS	162.80	108213
101-756.000-726.000	RED REFLECTORS FOR DOCKS	GELZER HJ & SON INC	RED REFLECTORS FOR DOCKS	10.47	108218
101-756.000-726.000	PAINT FOR PICNIC TABLES AND TRAS	JONESVILLE LUMBER	PAINT FOR PICNIC TABLES AND TRASH CANS	464.92	108227
Total For Dept 756.000 PARKS				933.39	
Total For Fund 101 GENERAL FUND				23,955.54	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.45	823
Total For Dept 450.000 STREET SURFACE				3.45	
Dept 460.000 R.O.W. MAINTENANCE					
202-460.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.45	823
202-460.000-726.000	6 FLUSH PIPE PLUGS FOR MANNING	AMERICAN COPPER AND BRASS,	6 FLUSH PIPE PLUGS FOR MANNING	10.27	108200
Total For Dept 460.000 R.O.W. MAINTENANCE				13.72	
Dept 480.000 DRAINAGE					
202-480.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.46	823
202-480.000-801.000	POSTAGE	CARD SERVICES CENTER	J. BLAKE CREDIT CARD	9.68	822
Total For Dept 480.000 DRAINAGE				13.14	
Dept 490.000 TRAFFIC					
202-490.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.46	823
Total For Dept 490.000 TRAFFIC				3.46	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				33.77	
Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
203-450.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.58	823

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Fund 203 LOCAL STREET FUND					
Dept 450.000 STREET SURFACE					
Total For Dept 450.000 STREET SURFACE				3.58	
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.58	823
Total For Dept 460.000 R.O.W. MAINTENANCE				3.58	
Dept 480.000 DRAINAGE					
203-480.000-725.000	DENTAL & VISION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	3.59	823
203-480.000-726.000	SEED FOR RETENTION BASIN FOR 50	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DART, PARKS, LOCAL DRAINS	246.10	108199
203-480.000-801.000	STORM SEWER REPAIR ON DIVISION S	CONCORD EXCAVATING & GRAD	STORM SEWER REPAIR ON DIVISION ST	3,028.50	108208
Total For Dept 480.000 DRAINAGE				3,278.19	
Dept 900.000 CAPITAL OUTLAY					
203-900.000-970.000-215005	GRADE STAKES FOR WESTWOOD PROJEC	JONESVILLE LUMBER	GRADE STAKES FOR WESTWOOD PROJECT	199.90	108227
203-900.000-970.000-215005	WESTWOOD PROJECT - ROAD/STORM	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	56,164.67	108239
Total For Dept 900.000 CAPITAL OUTLAY				56,364.57	
Total For Fund 203 LOCAL STREET FUND				59,649.92	
Fund 204 MUNICIPAL STREET FUND					
Dept 905.000 DEBT SERVICE					
204-905.000-991.000	2022 CAPITAL IMPROV BOND PAYMENT	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	240,000.00	824
204-905.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	57,500.00	824
Total For Dept 905.000 DEBT SERVICE				297,500.00	
Total For Fund 204 MUNICIPAL STREET FUND				297,500.00	
Fund 208 RECREATION FUND					
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-715.000	DENTAL & VISION - RECREATION	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	58.95	823
208-751.000-726.000	YOUTH VOLLEYBALL UNIFORMS	URBAN GRAFFITI	YOUTH VOLLEYBALL UNIFORMS	1,971.75	108252
208-751.000-801.008	CONTRACTUAL SERVICES - OFFICIATI	LANCE BENZING	OFFICIATING	320.00	108201
Total For Dept 751.000 RECREATION DEPARTMENT				2,350.70	
Total For Fund 208 RECREATION FUND				2,350.70	
Fund 252 CONTRIBUTIONS & DONATIONS					
Dept 175.000 ADMINISTRATIVE SERVICES					
252-175.000-726.000	SUPPLIES	AMAZON CAPITAL SERVICES, I	CIGARETTE RECEPTACLES - SANDY BEACH KEI	566.58	108199
252-175.000-726.000	WATERWORKS PARK "E" CURB	DRY MAR TRUCKING & DIRTWO	F WATERWORKS PARK "E" CURB	1,300.00	108214
Total For Dept 175.000 ADMINISTRATIVE SERVICES				1,866.58	
Total For Fund 252 CONTRIBUTIONS & DONATIONS				1,866.58	
Fund 271 LIBRARY FUND					
Dept 000.000					
271-000.000-667.271	REFUND MI ONLINE SCHOOLS - CANCE	MICHIGAN ONLINE SCHOOLS	REFUND MI ONLINE SCHOOLS - CANCELED ROC	125.00	108233
271-000.000-675.790	REFUND TO WEST BRANCH FOR A FOUN	WEST BRANCH LIBRARY	REFUND TO WEST BRANCH FOR A FOUND INTEF	25.00	108256
Total For Dept 000.000				150.00	
Dept 790.000 LIBRARY					
271-790.000-715.000	DENTAL & VISION - LIBRARY	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	30.71	823
271-790.000-726.000	PAPER CLIPS	AMAZON CAPITAL SERVICES, I	PAPER CLIPS	6.46	108199
271-790.000-726.000	PRINTER PAPER	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	283.21	822
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAR)	36.42	108248

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Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-810.000	CANVA PRO SUBSCRIPTION	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	122.24	822
271-790.000-850.000	OOMA FAXING EQUIP FEB-MAR 24	OOMA, INC.	OOMA FAXING EQUIP FEB-MAR 24	154.16	108237
271-790.000-920.000	503691550 - 12 N MANNING - LIBRA	MICH GAS UTILITIES	NATURAL GAS UTILITY - 12 N MANNING	478.30	815
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - JAN24ADULT	17.52	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24ADULT	24.14	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24ADULT	110.94	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	28.32	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - JAN24ADULT	35.10	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - FEB24 ADULT	133.70	108226
271-790.000-982.000	BOOKS - ADULT	INGRAM LIBRARY SERVICES	BOOKS - MARCH24 ADULT	34.55	108226
Total For Dept 790.000 LIBRARY				1,495.77	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	SNOWFLAKE STICKERS	AMAZON CAPITAL SERVICES, I	SNOWFLAKE STICKERS	5.98	108199
271-792.000-726.000	LAMINTOR SLEEVES	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	41.27	822
271-792.000-726.001	RUBBER STAMPS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	283.98	822
271-792.000-726.010	BRAGTAGS FOR SUMMERREADING 2024	SCHOOL LIFE	BRAGTAGS FOR SUMMERREADING 2024	90.05	108247
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24CHILDREN	12.60	108226
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - MARCH24CHILDREN	485.15	108226
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24CHILDREN	21.88	108226
271-792.000-982.000	BOOKS - CHILDREN	INGRAM LIBRARY SERVICES	BOOKS - FEB24 CHILDREN	22.43	108226
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				963.34	
Total For Fund 271 LIBRARY FUND				2,609.11	
Fund 408 FIELDS OF DREAMS					
Dept 900.000 CAPITAL OUTLAY					
408-900.000-970.000	SCOREBOARD IBEAMS - FIELDS OF DR	PRECISE MACHING UNLIMITED	SCOREBOARD IBEAMS - FIELDS OF DREAMS	462.88	108242
Total For Dept 900.000 CAPITAL OUTLAY				462.88	
Total For Fund 408 FIELDS OF DREAMS				462.88	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-726.000	TREE CHARM	CARD SERVICES CENTER	M. LOREN CREDIT CARD	65.45	822
Total For Dept 756.000 PARKS				65.45	
Total For Fund 409 STOCK'S PARK				65.45	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
481-900.000-970.000-215041	FEDERAL SIGNAL, FLOOD LAMP,LIGHT	AMAZON CAPITAL SERVICES, I	FEDERAL SIGNAL, FLOOD LAMP,LIGHT	349.23	108199
481-900.000-970.000-215041	MATERIALS - HANGAR RENOVATIONS	AMAZON CAPITAL SERVICES, I	MATERIALS - HANGAR RENOVATIONS	61.92	108199
481-900.000-970.000-215041	YELLOW PAINT - HANGAR RENOVATION	GELZER HJ & SON INC	YELLOW PAINT,TIRE GAUGE, TIRE CHUCK, CF	23.58	108218
481-900.000-970.000-215041	LIGHTS - HANGAR RENOVATIONS	GELZER HJ & SON INC	SOAP,LIGHTS	15.99	108218
481-900.000-970.000-215041	MATERIALS - HANGAR RENOVATIONS	GELZER HJ & SON INC	MATERIALS - HANGAR RENOVATIONS	120.94	108218
481-900.000-970.000-215041	MATERIALS - HANGAR RENOVATIONS	CARD SERVICES CENTER	G. MOORE CREDIT CARD	1,527.51	822
Total For Dept 900.000 CAPITAL OUTLAY				2,099.17	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				2,099.17	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	WIRE - 2 STR 7/1 ACSR	POWER LINE SUPPLY	WIRE INVENTORY	1,856.25	108241

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	BULB - 100 WATT HPS	POWER LINE SUPPLY	INVENTORY	76.20	108241
582-000.000-110.000	MARKING PAINT	POWER LINE SUPPLY	INVENTORY	312.00	108241
582-000.000-110.000	ROD - 8' FIBERGLASS STRAIN	POWER LINE SUPPLY	INVENTORY	540.10	108241
582-000.000-110.000	CLEVIS THIMBLE 6-336 PCTA-75	POWER LINE SUPPLY	INVENTORY	637.50	108241
582-000.000-110.000	CURVED WASHERS - 3 X 3 X 5/	POWER LINE SUPPLY	INVENTORY	1,915.58	108241
582-000.000-110.000	POTENTIAL TRANSFORMER - 20/	POWER LINE SUPPLY	METERING TRANSFORMERS	1,474.00	108241
582-000.000-202.100	4ENBK1	GIBSON, ALEXIS M	UB refund for account: 030360	42.00	108219
582-000.000-202.100	4CCH	HITES JR, ROBERT W	UB refund for account: 015238	458.00	108224
582-000.000-202.100	4CCH	KURTZ, KOURTNEY R	UB refund for account: 030408	91.33	108228
582-000.000-202.100	4CCH	MCAVOY, HOLLY A	UB refund for account: 023770	261.88	108231
582-000.000-692.200	CREDIT FOR DEF55GAL	PERFORMANCE AUTOMOTIVE	CREDIT FOR DEF55GAL	(25.00)	108240
Total For Dept 000.000				7,639.84	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-715.000	DENTAL & VISION - ELECTRIC	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	1,179.49	823
582-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR OFFICE - 45 MONROE STREET	38.35	108199
582-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	108244
582-175.000-726.000	WATER DELIVERY SERVICE - 45 MONR	RUPERT'S CULLIGAN	WATER DELIVERY SERVICE - 45 MONROE ST	19.50	108246
582-175.000-801.000	REIUMBURSE FOR DOT PHYSICAL	DOUG BILDNER	REIUMBURSE FOR DOT PHYSICAL	100.00	108203
582-175.000-801.000	RUGS FOR BPU - 45 MONROE ST	CINTAS CORPORATION	RUGS FOR BPU - 45 MONROE ST	3.24	108206
582-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	3.24	108206
582-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	3.24	108206
582-175.000-801.000	ACCOUNTING SERVICES CONTACT - FE	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES CONTACT - FEB 2024	2,753.17	108251
582-175.000-802.000	BATTERIES	AMAZON CAPITAL SERVICES, I	DART ANTENNA MOUNT BATTERIES COMPASS	4.99	108199
582-175.000-802.000	USB SCADA MODEM	AMAZON CAPITAL SERVICES, I	USB SCADA MODEM	69.99	108199
582-175.000-802.000	M5 FLANGE BOLTS QTY 6	GELZER HJ & SON INC	M5 FLANGE BOLTS QTY 6	5.58	108218
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAR)	81.94	108248
582-175.000-802.000	AUTOCAD SUBSCRIPTION	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	874.25	822
582-175.000-802.000	.COM DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	14.45	822
582-175.000-850.000	OOMA FAXING EQUIP FEB-MAR 24	OOMA, INC.	OOMA FAXING EQUIP FEB-MAR 24	77.08	108237
582-175.000-880.000	2024 DUCK DERBY SPONSORSHIP	DOMESTIC HARMONY	2024 DUCK DERBY SPONSORSHIP	75.00	108211
582-175.000-930.000	SERVICE MAINTENANCE AGREEMENT -	MAIL MANAGEMENT, INC	SERVICE MAINTENANCE AGREEMENT - LETTER	241.38	108229
582-175.000-956.200	MSCPA LUNCH	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	36.69	822
Total For Dept 175.000 ADMINISTRATIVE SERVICES				6,581.58	
Dept 543.000 PRODUCTION					
582-543.000-726.000	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	97.96	108206
582-543.000-726.000	11/16" - 1-1/2" CLAMP/HOSE BARB	GELZER HJ & SON INC	11/16" - 1-1/2" CLAMP/HOSE BARB	10.97	108218
582-543.000-726.000	FUEL LINE HOSE	PERFORMANCE AUTOMOTIVE	FUEL LINE HOSE	48.93	108240
582-543.000-739.000	MSCPA MEMBER POWER BILLING - FEB	MICHIGAN SOUTH CENTRAL POW	MSCPA MEMBER POWER BILLING - FEB 2024	710,363.50	825
582-543.000-740.300	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	21.60	813
582-543.000-740.400	504504154 - 201 WATERWORKS XX -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS X	21.60	813
582-543.000-742.000	SAFETY GLASSES,GLOVES,4 PT RATCH	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	216.36	822
582-543.000-920.400	504504154 - 201 WATERWORKS - PP	MICH GAS UTILITIES	NATURAL GAS UTILITY - 201 WATERWORKS	1,966.17	814
Total For Dept 543.000 PRODUCTION				712,747.09	
Dept 544.000 DISTRIBUTION					
582-544.000-726.800	HALO SL RED BRAKE LIGHT	AMAZON CAPITAL SERVICES, I	HALO SL RED BRAKE LIGHT	389.97	108199
582-544.000-726.800	BURNDY WIRE MEASURING GAUGE	AMAZON CAPITAL SERVICES, I	BURNDY WIRE MEASURING GAUGE	161.34	108199
582-544.000-726.800	16" SPRAY WAND	FAMILY FARM & HOME	16" SPRAY WAND	24.99	108216
582-544.000-726.800	WATER -201 WATER WORKS AVE	HEFFERNAN SOFT WATER SERV	WATER -201 WATER WORKS AVE	9.20	108221
582-544.000-730.000	3/4"FF FEMALEX3/4"/SATURN BLOCK	ALTA EQUIPMENT COMPANY	3/4"FF FEMALEX3/4"/SATURN BLOCK COUPLE	284.60	108198
582-544.000-730.000	HUSKY LINERS-FRONT MUD GUARDS	AMAZON CAPITAL SERVICES, I	HUSKY LINERS-FRONT MUD GUARDS	46.36	108199



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Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION					
582-544.000-730.000	LENS	GREENMARK EQUIPMENT	LENS	22.67	108220
582-544.000-730.000	BATTERY FOR 2011 DODGE	PERFORMANCE AUTOMOTIVE	BATTERY FOR 2011 DODGE	186.99	108240
582-544.000-730.000	PARTS	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	284.60	822
582-544.000-730.000	RECHARGEABLE BATTERY	CARD SERVICES CENTER	B. JANES CREDIT CARD	131.13	822
582-544.000-801.000	TESTING EA BLANKET 20KV/40KV	POWER LINE SUPPLY	TESTING EA BLANKET 20KV/40KV	96.00	108241
582-544.000-801.300	HERBICIDE	AMAZON CAPITAL SERVICES, I	HERBICIDE	237.36	108199
582-544.000-930.000	120V SURGE PROTECTOR	AMERICAN COPPER AND BRASS,	120V SURGE PROTECTOR	34.17	108200
582-544.000-930.000	3/4 PVC STRAP	AMERICAN COPPER AND BRASS,	3/4 PVC STRAP	36.90	108200
582-544.000-930.000	2 PVC TERM ADAPTER/2 LOCKNUT/2 P	AMERICAN COPPER AND BRASS,	2 PVC TERM ADAPTER/2 LOCKNUT/2 PLASTIC	69.14	108200
582-544.000-930.000	2 PVC COUPLING/6500' POLY PULL L	AMERICAN COPPER AND BRASS,	2 PVC COUPLING/6500' POLY PULL LINE	106.19	108200
582-544.000-930.000	SWITCH, OVHD SOLID 600 A M3P66B	COLDWATER BOARD OF PUBLIC	SWITCH, OVHD SOLID 600 A M3P66B	1,235.60	108207
582-544.000-930.000	1/2 FLAT WASHER SS/HEXT NUT/RECI	GELZER HJ & SON INC	1/2 FLAT WASHER SS/HEXT NUT/RECIP BLADE	113.03	108218
582-544.000-970.000-215040	VINYL W/BPU LOGO FOR NEW BUCKET	STOCKHOUSE CORPORATION	VINYL W/BPU LOGO FOR NEW BUCKET TRUCK	225.00	108249
582-544.000-970.000-215040	CUSTOM SEAT COVERS	CARD SERVICES CENTER	B. JANES CREDIT CARD	231.17	822
Total For Dept 544.000 DISTRIBUTION				3,926.41	
Total For Fund 582 ELECTRIC FUND				730,894.92	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-715.000	DENTAL & VISION - DART	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	120.37	823
588-596.000-726.000	DEPOSIT BAGS	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DART, PARKS, LOCAL DRAINS	57.07	108199
588-596.000-730.000	STANDARD CAPSULE FOR #62	PERFORMANCE AUTOMOTIVE	STANDARD CAPSULE FOR #62	14.89	108240
588-596.000-801.000	MOPS & RUGS MARCH 2024	CINTAS CORPORATION	MOPS & RUGS MARCH 2024	16.47	108206
588-596.000-920.000	507035798 - 981 DEVELOPMENT DR -	MICH GAS UTILITIES	NATURAL GAS UTILITY - 981 DEVELOPMENT I	219.11	820
Total For Dept 596.000 DIAL-A-RIDE				427.91	
Total For Fund 588 DIAL A RIDE				427.91	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-158.000-213018	DUMP TRUCK - 1/2 SEWER	VIKING-CIVES GREAT LAKES	NEW WATER/SEWER DUMP TRUCK AS APPROVED	15,569.50	108254
590-000.000-158.000-213018	DUMP TRUCK - 1/2 SEWER	VIKING-CIVES GREAT LAKES	NEW WATER/SEWER DUMP TRUCK AS APPROVED	29,972.00	108254
590-000.000-158.000-215005	WESTWOOD PROJECT - SANITARY	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	14,336.95	108239
590-000.000-300.010	2022 CAPITAL IMPROV BOND PAYMENT	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	62,678.57	824
Total For Dept 000.000				122,557.02	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-715.000	DENTAL & VISION - SEWER	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	497.38	823
590-175.000-726.000	BINDER W/POCKETS	AMAZON CAPITAL SERVICES, I	BINDER W/POCKETS	60.60	108199
590-175.000-726.000	EYE WASH STATION SUPPLIES	AMAZON CAPITAL SERVICES, I	EYE WASH STATION SUPPLIES	38.62	108199
590-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR OFFICE - 45 MONROE STREET	19.17	108199
590-175.000-726.000	10X10 FOLDL UP CANOPY GRAY/EARTH	FAMILY FARM & HOME	10X10 FOLDL UP CANOPY GRAY/EARTH EDGE T	159.97	108216
590-175.000-726.000	POSTAGE	QUADIANT FINANCE USA, INC.	POSTAGE	500.00	108244
590-175.000-726.000	WATER DELIVERY SERVICE - 45 MONR	RUPERT'S CULLIGAN	WATER DELIVERY SERVICE - 45 MONROE ST	9.75	108246
590-175.000-726.000	WATER DELIVERY - 101 W GALLOWAY	RUPERT'S CULLIGAN	WATER DELIVERY - 101 W GALLOWAY DR	27.00	108246
590-175.000-801.000	RUGS FOR BPU - 45 MONROE ST	CINTAS CORPORATION	RUGS FOR BPU - 45 MONROE ST	1.62	108206
590-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108206
590-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108206
590-175.000-801.000	HILLSDALE COLLEGE SANITARY SEWER	TETRA TECH, INC	HILLSDALE COLLEGE SANITARY STUDY	2,990.58	108250
590-175.000-801.000	HILLSDALE COLLEGE SANITARY SEWER	TETRA TECH, INC	HILLSDALE COLLEGE SANITARY STUDY	5,411.04	108250
590-175.000-801.000	HILLSDALE COLLEGE SANITARY SEWER	TETRA TECH, INC	HILLSDALE COLLEGE SANITARY STUDY	9,927.78	108250
590-175.000-801.000	HILLSDALE COLLEGE SANITARY SEWER	TETRA TECH, INC	HILLSDALE COLLEGE SANITARY STUDY	4,588.52	108250

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/28/2024 - 03/28/2024  
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-801.000	ACCOUNTING SERVICES CONTACT - FE	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES CONTACT - FEB 2024	1,376.59	108251
590-175.000-802.000	BATTERIES	AMAZON CAPITAL SERVICES, I	DART ANTENNA MOUNT BATTERIES COMPASS	2.50	108199
590-175.000-802.000	USB SCADA MODEM	AMAZON CAPITAL SERVICES, I	USB SCADA MODEM	35.00	108199
590-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAR)	40.97	108248
590-175.000-802.000	AUTOCAD SUBSCRIPTION	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	437.12	822
590-175.000-802.000	.COM DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	7.09	822
590-175.000-850.000	OOMA FAXING EQUIP FEB-MAR 24	OOMA, INC.	OOMA FAXING EQUIP FEB-MAR 24	38.54	108237
590-175.000-880.000	2024 DUCK DERBY SPONSORSHIP	DOMESTIC HARMONY	2024 DUCK DERBY SPONSORSHIP	37.50	108211
590-175.000-930.000	SERVICE MAINTENANCE AGREEMENT -	MAIL MANAGEMENT, INC	SERVICE MAINTENANCE AGREEMENT - LETTER	120.68	108229
590-175.000-930.000	ELECTRODE CARTRIDGE	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	77.88	822
590-175.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	48,750.00	824
Total For Dept 175.000 ADMINISTRATIVE SERVICES				75,159.14	
Dept 546.000 OPERATIONS					
590-546.000-730.039	BPU VEHICLE MAINT/SUPPLIES	PERFORMANCE AUTOMOTIVE	5/16-18 U-NUTS	6.69	108240
590-546.000-742.000	SAFETY GLASSES,GLOVES,4 PT RATCH	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	108.18	822
Total For Dept 546.000 OPERATIONS				114.87	
Dept 547.000 TREATMENT					
590-547.000-726.900	WP 104 COLI P/A COMPARATOR	IDEXX LABORATORIES	WP 104 COLI P/A COMPARATOR	26.80	108225
590-547.000-726.900	WP200I GAMMA IRRAD COLILERT	IDEXX LABORATORIES	WP200I GAMMA IRRAD COLILERT	1,674.22	108225
590-547.000-726.900	TNT/ALKALINITY/OR/HACH FLOURIDE/	USABLUEBOOK	TNT/ALKALINITY/OR/HACH FLOURIDE/AMMONIF	955.17	108253
590-547.000-930.000	HOXWELL WHEELBARROW SOLID TIRE F	AMAZON CAPITAL SERVICES, I	HOXWELL WHEELBARROW SOLID TIRE FLAT FRE	93.98	108199
590-547.000-930.000	T-POST 8' 1.25#/1-1/2"X15' RATCH	FAMILY FARM & HOME	T-POST 8' 1.25#/1-1/2"X15' RATCHET TIEI	14.48	108216
590-547.000-930.000	CHAIN ROLLER/CHAIN OFFEST LINK/C	FAMILY FARM & HOME	CHAIN ROLLER/CHAIN OFFEST LINK/CHAIN CC	172.46	108216
590-547.000-930.900	1X3/4 MIP PUSH ADAPTER	GELZER HJ & SON INC	1X3/4 MIP PUSH ADAPTER	14.99	108218
Total For Dept 547.000 TREATMENT				2,952.10	
Total For Fund 590 SEWER FUND				200,783.13	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-110.000	SLEEVE - 6 X 12.5" REPAIR DI	FERGUSON WOLSELEY CO	INVENTORY	1,892.38	108217
591-000.000-110.000	WATEROUS PACER B-F REPAIR KIT	MICHIGAN PIPE & VALVE	WATEROUS PACER B-F REPAIR KITS	753.44	108234
591-000.000-158.000-213018	DUMP TRUCK - 1/2 WATER	VIKING-CIVES GREAT LAKES	NEW WATER/SEWER DUMP TRUCK AS APPROVED	15,569.50	108254
591-000.000-158.000-213018	DUMP TRUCK - 1/2 WATER	VIKING-CIVES GREAT LAKES	NEW WATER/SEWER DUMP TRUCK AS APPROVED	29,972.00	108254
591-000.000-158.000-215005	WESTWOOD PROJECT - WATER	PARRISH EXCAVATING, INC.	WESTWOOD UTILITY AND ROAD RECONSTRUCTIC	34,447.98	108239
591-000.000-300.010	2022 CAPITAL IMPROV BOND PAYMENT	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	72,321.43	824
Total For Dept 000.000				154,956.73	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-715.000	DENTAL & VISION - WATER	DELTA DENTAL PLAN OF MICH	DENTAL & VISION - MARCH 2024	421.16	823
591-175.000-726.000	BINDER W/POCKETS	AMAZON CAPITAL SERVICES, I	BINDER W/POCKETS	60.60	108199
591-175.000-726.000	EYE WASH STATION SUPPLIES	AMAZON CAPITAL SERVICES, I	EYE WASH STATION SUPPLIES	38.63	108199
591-175.000-726.000	SUPPLIES FOR OFFICE - 45 MONROE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR OFFICE - 45 MONROE STREET	19.18	108199
591-175.000-726.000	POSTAGE	QUADIENT FINANCE USA, INC.	POSTAGE	500.00	108244
591-175.000-726.000	WATER DELIVERY SERVICE - 45 MONR	RUPERT'S CULLIGAN	WATER DELIVERY SERVICE - 45 MONROE ST	9.75	108246
591-175.000-801.000	RUGS FOR BPU - 45 MONROE ST	CINTAS CORPORATION	RUGS FOR BPU - 45 MONROE ST	1.62	108206
591-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108206
591-175.000-801.000	RUGS FOR 45 MONROE STREET	CINTAS CORPORATION	RUGS FOR 45 MONROE STREET	1.62	108206
591-175.000-801.000	ACCOUNTING SERVICES CONTACT - FE	THE WOODHILL GROUP, LLC	ACCOUNTING SERVICES CONTACT - FEB 2024	1,376.59	108251
591-175.000-802.000	BATTERIES	AMAZON CAPITAL SERVICES, I	DART ANTENNA MOUNT BATTERIES COMPASS	2.50	108199
591-175.000-802.000	USB SCADA MODEM	AMAZON CAPITAL SERVICES, I	USB SCADA MODEM	35.00	108199

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUR	SONIT SYSTEMS, LLC	VIPRE EMAIL AND TRENDMICRO RECUR (MAR)	40.97	108248
591-175.000-802.000	AUTOCAD SUBSCRIPTION	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	437.12	822
591-175.000-802.000	.COM DOMAIN RENEWAL	CARD SERVICES CENTER	B. JANES CREDIT CARD	7.09	822
591-175.000-810.000	DRINKING WATER LICENSES - JEFF	CARD SERVICES CENTER	J. GIER CREDIT CARD	95.00	822
591-175.000-850.000	OOMA FAXING EQUIP FEB-MAR 24	OOMA, INC.	OOMA FAXING EQUIP FEB-MAR 24	38.54	108237
591-175.000-880.000	2024 DUCK DERBY SPONSORSHIP	DOMESTIC HARMONY	2024 DUCK DERBY SPONSORSHIP	37.50	108211
591-175.000-930.000	AIR MONITOR	HILLSDALE MARKET HOUSE, IN	AIR MONITOR	18.89	108223
591-175.000-930.000	SERVICE MAINTENANCE AGREEMENT -	MAIL MANAGEMENT, INC	SERVICE MAINTENANCE AGREEMENT - LETTER	120.69	108229
591-175.000-930.000	ELECTRODE CARTRIDGE	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	77.88	822
591-175.000-993.000	CAPITAL IMPROV BOND INTEREST	HUNTINGTON NATIONAL BANK	2022 CAPITAL IMPROV BOND INTEREST/PRINC	56,250.00	824
Total For Dept 175.000 ADMINISTRATIVE SERVICES				59,591.95	
Dept 544.000 DISTRIBUTION					
591-544.000-742.000	SAFETY GLASSES,GLOVES,4 PT RATCH	CARD SERVICES CENTER	K. KEASAL CREDIT CARD	108.18	822
591-544.000-930.000	CRESCENT 15" AUTOMOTIVE WRENCH/B	AMAZON CAPITAL SERVICES, I	CRESCENT 15" AUTOMOTIVE WRENCH/BRICK HP	116.49	108199
591-544.000-930.000	2 TYPE LX10' HARD/6 IN SZ METAL	AMERICAN COPPER AND BRASS,	2 TYPE LX10' HARD/6 IN SZ METAL BL/9IN	171.31	108200
591-544.000-930.000	HYDRANT FLUSHING ELBOW 2.5"NST	USABLUEBOOK	HYDRANT FLUSHING ELBOW 2.5"NST	996.27	108253
Total For Dept 544.000 DISTRIBUTION				1,392.25	
Total For Fund 591 WATER FUND				215,940.93	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	50.22 TON SALT	3,110.12	108210
633-000.000-101.000	SALT (TONS)	DETROIT SALT COMPANY, LLC	49.29 TON SALT	3,052.53	108210
633-000.000-101.000	DEAD END (30X30)	DORNBOS SIGN & SAFETY INC	DEAD END B/Y/HIP SIGNS 30X30	111.28	108212
633-000.000-101.000	TOP SOIL (YARDS)	DRY MAR TRUCKING & DIRTWOF	18 YARDS TOP SOIL	630.00	108214
633-000.000-101.000	MILLINGS - ASPHALT	DRY MAR TRUCKING & DIRTWOF	15Y MILLINGS AND 15Y 22A	885.00	108214
Total For Dept 000.000				7,788.93	
Total For Fund 633 PUBLIC SERVICES INV. FUND				7,788.93	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	GLOVES FOR GARAGE	AMAZON CAPITAL SERVICES, I	SUPPLIES FOR DART, PARKS, LOCAL DRAINS	15.30	108199
640-443.000-726.000	10W30 FOR SHOP SUPPLIES	PERFORMANCE AUTOMOTIVE	10W30 FOR SHOP SUPPLIES	29.39	108240
640-443.000-730.000	TOP LINK PIN CAT FOR #29	FAMILY FARM & HOME	TOP LINK PIN CAT FOR #29	6.99	108216
640-443.000-730.000	RECIP BLADE FOR #29	GELZER HJ & SON INC	RECIP BLADE FOR #29	11.99	108218
640-443.000-730.000	OIL FILTER FOR #54	PERFORMANCE AUTOMOTIVE	OIL FILTER FOR #54	5.73	108240
640-443.000-730.000	RELAY FOR #54	PERFORMANCE AUTOMOTIVE	RELAY FOR #54	31.97	108240
640-443.000-730.000	RUBBER SHEET FOR #54 AND FILTERS	PERFORMANCE AUTOMOTIVE	RUBBER SHEET FOR #54 AND FILTERS FOR #5	72.63	108240
640-443.000-730.000	HIGH NOTE U.S. FOR #70	PERFORMANCE AUTOMOTIVE	HIGH NOTE U.S. FOR #70	11.09	108240
640-443.000-730.000	DECALS FOR ENGINEERING DEPT VEHI	STOCKHOUSE CORPORATION	DECALS FOR ENGINEERING DEPT VEHICLES	48.00	108249
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	5.00	108206
640-443.000-801.000	SHOP RAGS	CINTAS CORPORATION	MATS, UNIFORMS AND SHOP RAGS	5.00	108206
640-443.000-920.000	505153845 - 149 WATERWORKS - RME	MICH GAS UTILITIES	NATURAL GAS UTILITY - 149 WATERWORKS	429.69	819
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				672.78	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				672.78	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
663-336.000-970.000	2024 CHEVROLET SILVERADO 1500 PO	BERGER CHEVROLET	2024 CHEVROLET SILVERADO 1500 POLICE PF	51,522.00	108202

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 03/28/2024 - 03/28/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					
			Total For Dept 336.000 FIRE DEPARTMENT	51,522.00	
			Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND	51,522.00	
Fund 699 DPS LEAVE AND BENEFITS FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
699-441.000-715.000	DENTAL & VISION - DPS LEAVE		DELTA DENTAL PLAN OF MICHIDENTAL & VISION - MARCH 2024	290.01	823
			Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT	290.01	
			Total For Fund 699 DPS LEAVE AND BENEFITS FUND	290.01	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
 EXP CHECK RUN DATES 03/28/2024 - 03/28/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	23,955.54	
			Fund 202 MAJOR ST./TRUNK	33.77	
			Fund 203 LOCAL STREET FUND	59,649.92	
			Fund 204 MUNICIPAL STREET	297,500.00	
			Fund 208 RECREATION FUND	2,350.70	
			Fund 252 CONTRIBUTIONS & GRANTS	1,866.58	
			Fund 271 LIBRARY FUND	2,609.11	
			Fund 408 FIELDS OF DREAM	462.88	
			Fund 409 STOCK'S PARK	65.45	
			Fund 481 AIRPORT IMPROVEMENT	2,099.17	
			Fund 582 ELECTRIC FUND	730,894.92	
			Fund 588 DIAL A RIDE	427.91	
			Fund 590 SEWER FUND	200,783.13	
			Fund 591 WATER FUND	215,940.93	
			Fund 633 PUBLIC SERVICES	7,788.93	
			Fund 640 REVOLVING MOBILITY	672.78	
			Fund 663 FIRE VEHICLE & EQUIPMENT	51,522.00	
			Fund 699 DPS LEAVE AND BENEFITS	290.01	
Total For All Funds:				<u>1,598,913.73</u>	

**CITY COUNCIL MINUTES**

City of Hillsdale  
April 1, 2024  
7:00 P.M.

Regular Meeting

**Call to Order and Pledge of Allegiance**

Mayor Stockford opened the meeting with the Pledge of Allegiance.

**Roll Call**

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

Council Members present:	Adam Stockford, Mayor Anthony Vear, Ward 1 R Greg Stuchell, Ward 1 William Morrissey, Ward 2 Cynthia Pratt, Ward 2 Bruce Sharp, Ward 3 Gary Wolfram, Ward 3 Robert Socha, Ward 4 Joshua Paladino, Ward 4
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Also Present: Tom Thompson (City Attorney), Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (Chief HCPD/HCFD), Alan Beeker (Planning/Zoning), Brandon Janes (I.T.), Dan Poole (HCFD), Doug Ingles (County Commissioner), Hannah Jordan, Cassandra Farmer, Abe Dane, Missy DesJardin and Lance Lashaway.

**Approval of Agenda**

Motion by Councilman Morrissey, support by Councilman Socha, to approve the agenda as presented.

All ayes. Motion carried.

**Public Comment**

None

**Consent Agenda**

- A. Approval of Bills
  - 1. City and BPU Claims of March 14, 2024 - \$1,558,487.14
  - 2. Payroll of March 28, 2024 - \$193,610.01
- B. City Council Minutes of March 18, 2024
- C. Finance Minutes of March 18, 2024
- D. March 2024 Board of Review Minutes
- E. Public Services Minutes of March 25, 2024
- F. Farmers Market Use Agreement
- G. US-12 Daughters of the American Revolution Use Agreement

Motion by Councilman Morrissey, support by Councilman Vear, to approve the Consent Agenda.

Roll Call:

Councilman Paladino	Aye
Councilwoman Pratt	Aye
Councilman Sharp	Aye
Councilman Socha	Aye

Councilman Stuchell	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrisey	Aye

Motion passed 9-0

**Communications/Petitions**

A. 2024 Assessor Report

B. Bertakis Light Up Parade Letter

C. Xfinity Residential Service Agreement Update

D. Hillsdale County Commissioner Update – Doug Ingles

Commissioner Ingles reported Bankers Road is in poor condition the Road Commission is planning on doing a two inch overlay over four and a half miles. Board of Commissioners are in discussion on the future District Court location.

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

A. Public Hearing- Municipal Civil Infraction Ordinance Amendment

On February 26, 2024, City Staff and City of Hillsdale Public Services Committee (PSC) met to review and discuss the Municipal Civil Infraction language and Fines included in Sections 20-31 through and including Section 20-33 of Article II, Chapter 20 of the Code of Ordinance of the City of Hillsdale. The PSC has discussed this information at a number of meetings and requested City Attorney Tom Thompson provide some updated language.

Council discussion ensued the proposed ordinance and fine increases.

Mayor opened podium at 7:10 p.m.

With no public comment Mayor closed podium at 7:11 p.m.

Motion by Councilman Vear, support by Councilman Socha, to approve the Ordinance Amendment to Municipal Civil Infraction.

All ayes. Motion carried.

B. Public Hearing- Use & Occupancy for Principal Residence Owners Ordinance Amendment

On February 26, 2024, City Staff and City of Hillsdale Public Services Committee (PSC) met to review and discuss the current Use and Occupancy Permit requirement for properties occupied by the owner as their principal residence. The current Ordinance requires the owner to apply and pay for a permit, but provides that if they plan to occupy the residence and they had a professional home inspection by a licensed third-party inspector then they could bypass the inspection by the Fire Department.

Discussion from council ensued on not requiring principal resident owners to apply and pay for a use and occupancy permit but will continue to have rentals apply for an inspection and permit.

Mayor opened podium at 7:14 p.m.

Missy DesJardin, Ward 3, commented on the inspection process and home inspector background. DesJardin suggested Council look to contract with a state certified inspector to help alleviate staffing shortages. She stated that home inspections are very important to have, safety is important.

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

Motion by Councilman Paladino, support by Councilman Vear, to approve the ordinance amendment for Principle Residences and Use and Occupancy Permits.

All ayes. Motion carried.

#### C. Adoption of Renewable Energy Systems Ordinance

Alan Beeker, Planning Administrator, reported with the growing need and popularity of renewable energy sources, the Planning Commission has amended Secs. 36-431 & 36-432. The PC saw Renewable Energy Systems becoming a viable use for both commercial and residential property owners in the future. The ordinance was initially presented to Council for adoption on 12/3/2023. Council sent it back to Planning Commission with directives to make amendments to the proposed ordinance. The included ordinance reflects the new guidelines and Council directives for Renewable Energy Systems.

Motion by Councilman Paladino, support by Councilman Vear, to approve the ordinance amendment for Principle Residences and Use and Occupancy Permits.

Motion by Councilman Sharp, support by Councilman Morrissey, to adopt the Renewable Energy Systems Ordinance.

All ayes. Motion carried.

#### **Old Business**

None.

#### **New Business**

##### A. 2024-25 Proposed Budget and Setting Public Hearing

Karen Lancaster, Finance Director, stated the Fiscal Year 2024-25 proposed budget document is included in the Council packet. This document represents the preparation and collaboration of department heads and the City Manager. Revenue and expenditures have been carefully reviewed to meet Council's expectation of a General Fund balanced operating budget. The General Fund is budgeted to have a small surplus of \$6,243. Pursuant to Charter requirements, City Council should set a public hearing for May 20, 2024 at 7:00 p.m.

Motion by Councilman Stuchell, support by Councilman Socha, to set a public hearing for May 20, 2024 at 7:00 p.m. for the budget.

All ayes. Motion carried.

##### B. Updated Fund Balance Policy

Karen Lancaster, Finance Director, reviewed that the City Council adopted a resolution to set the minimum fund balance of the General Fund to 15% of expenditures. The policy was updated in November of 2022 to include all operating funds of the City. This revised policy is seeking approval to increase the minimum fund balance in the General Fund to 25% of expenditures. At 25% the fund balance would equal approximately \$1,383,000.

Motion by Councilman Morrissey, support by Councilman Vear, to approve the Updated Fund Balance Policy for the increase of 25%.

All ayes. Motion carried.

##### C. Budget Amendments for FY 2024 Budget (Resolution)

Karen Lancaster, Finance Director, reported the Uniform Budget and Accounting Act of 1968, as amended, requires the City to make amendments to the budget when appropriations exceed the current budget. These amendments must be approved by the City Council.

In the General Fund, the City Council adopts a budget for each department, so the amendments address any budget needs by department, rather than by fund total. For all non-General Funds, a budget amendment is only necessary if the City finds the total fund appropriation will exceed the budget adopted by Council.



Motion by Councilman Morrissey, support by Councilman Sharp, to approve the resolution for Budget Amendments for the FY 2024 Budget. **Resolution #3590.**

All ayes. Motion carried.

D. Joint Early Voting Site Agreement Amendment

Katy Price, City Clerk stated on September 18, 2023 City Council approved the City of Hillsdale to enter into a combined Early Voting Site agreement with the County to save taxpayer funds. In 2023 all municipalities in the Hillsdale County approved the agreement except for Somerset Township. On March 21, 2024 the Somerset Township Board approved entering into the Joint Early Voting Site agreement. The current EVS agreement would need amended to include Somerset Township and it would require an approval of all public bodies before April 15<sup>th</sup>.

Abe Dane, Hillsdale County Deputy Clerk answered a few questions regarding early voting on the County end.

Motion by Councilman Socha, support by Councilman Vear, to approve the amended Joint Early Voting Site Agreement with the County adding Somerset Township and authorize the City clerk to sign on behalf of the City.

Roll Call:

Councilwoman Pratt	Aye
Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Nay
Councilman Morrissey	Aye
Councilman Paladino	Nay

Motion passed 7-2

E. Domestic Harmony Service Agreement

Hannah Jordan, Executive Director, reported Domestic Harmony is celebrating 44 years. The City has supported Domestic Harmony for many years. They provide victims of domestic violence and their children vital services such as: crisis intervention, 24-hour supportive counseling, and transportation, temporary shelter, housing placement assistance, information and referrals in legal and financial matters. These services are free of charge to those who reside in Hillsdale County.

Council discussion ensued on police engagement and amount for the service contract.

Motion by Councilman Socha, support by Councilman Sharp, to approve the service agreement with Domestic Harmony in the amount of \$6000 for fiscal year 2024-25.

Roll Call:

Councilman Sharp	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Vear	Aye
Councilman Wolfram	Aye
Mayor Stockford	Aye
Councilman Morrissey	Aye
Councilman Paladino	Aye
Councilwoman Pratt	Aye

Motion passed 9-0

F. Solicitors and Peddlers Registration/Permit Fee Increase

David Mackie, City Manager, reported on March 25, 2024, the City of Hillsdale Public Services Committee met to review and discuss the current Solicitors and Peddlers Registration/Permit Fee. The Committee has discussed this item at a number of public meetings. After review of the ordinance and discussion with members of the public the Committee approved recommending to City Council that the registration/permit fee be increased from \$25 to \$50. A permit is good for a calendar year.

Council discussion ensued on location of food trucks and where they are allowed to set up along with questions about brick and mortar restaurants setting up their own food trucks elsewhere within the city and having to pay the fee.

Council sent item back to Public Services Committee to review the language.

Motion by Councilman Socha, support by Councilwoman Pratt, to approve the solicitor and peddler fee increase from \$25 to \$50.

By a voice vote, the motion passed unanimously.

G. Closed Session 8:07 p.m.

Motion by Councilman Socha, support by Councilwoman Pratt, to go into closed session for the purpose of discussion of purchase of real property.

Out of Closed session 8:37 p.m.

Motion by Councilman Sharp, support by Councilman Morrissey, to resume meeting.

By a voice vote, the motion passed unanimously.

**Miscellaneous Reports**

A. Proclamations – Autism Awareness Month

Mayor Stockford read proclamation aloud.

B. Appointment- Board of Public Utilities – Steve Wells

Motion by Councilman Vear, support by Councilman Socha, to appoint Steve Wells to the Board of Public Utilities.

All ayes. Motion carried.

C. Other- None

**General Public Comment**

None

**City Manager Report**

City Manager David Mackie updated Council on nominating petitions which are available to pick up in the City Clerk's office until April 23, 2024 by 4p.m.

Airport fuel sales and update on airport hangar.

Keefer House Hotel tour for Council members.

Budget meeting Monday, April 8, 2024 at 6:00 p.m.

**Council Comment**

Councilman Stuchell thanked Mr. Mackie and the rest of staff that helped with the St. Anthony set up for Easter visual.

Councilman Socha suggested that Council bring forth their objections to their no votes. Specifically for the Early Voting Site agreement amendment.

Mayor Stockford shared his concerns on the Agreement amendment with the County and doesn't believe it should be done.

Attorney Thompson mentioned that the agreement was to add Somerset Township to the agreement not necessarily approve the agreement in whole as it has already been approved.

**Adjournment**

Motion by Councilmember Sharp, seconded by Councilmember Pratt to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting adjourned at 8:55 p.m.

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Adam Stockford, Mayor

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Katy Price, City Clerk

DRAFT

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: April 1, 2024

Time: 6:30 PM

PRESENT:

COMMITTEE: Bruce Sharp, Gary Wolfram, Will Morrisey

STAFF: Scott Hephner (Police and Fire Chief), David Mackie (City Manager), Jason Blake (Director of Public Services)

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 253: consulting services for accounting

Department 756: wet suit used when installing boat dock piers

Fund 204

Department 905: payment for bond for Westwood project

Fund 409

Department 756: Mrs. Stock's Park contributor plaque

Fund 590

Department 175: Study to see if Hillsdale College expansion will require upgrade of sewer system

Fund 663

Department 336: New police vehicle

Motioned by Morrisey seconded by Wolfram to approve.

Motion passed 3-0.

Motioned by Morrisey and seconded by Sharp to adjourn.

Motion passed 3-0.

Adjournment 6:45 PM

Minutes prepared by Gary Wolfram

# CITY COUNCIL MINUTES

City of Hillsdale  
Council Chambers  
April 8, 2024  
6:00 P.M.

Budget Work Session

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

Council Members present: Tony Vear, Ward 1  
R. Gregory Stuchell, Ward 1  
William Morrissey, Ward 2 (Mayor Pro Tem)  
Bruce Sharp, Ward 3  
Gary Wolfram, Ward 3  
Josh Paladino, Ward 4

Also present were: City Manager David Mackie, Karen Lancaster (Finance), Scott Hephner (HCPD) Katy Price (City Clerk), Ginger Moore (Airport Manager), Michelle Loren (Recreation Director), Kim Thomas (Assessor), Matthew Kniffin.

## **Public Comment**

No public comments were offered.

## **Department Budget Presentations**

City Manager Mackie and Finance Director Lancaster reviewed the proposed 2024-25 budget as presented from the City Administrative Offices, Recreation/Economic Development and the Police Department.

City department directors spoken on their department budgets and answered any questions that Council had.

Discussion ensued on street funding, budget process and requirements.

Next budget work session will be on Monday, April 22, 2024 at 6:00p.m. with the other City departments which will also focus on streets; street fund and maintenance.

## **Public Comment**

No public comment

## **Adjournment**

Mayor Pro Tem Morrissey, seconded by Council Member Sharp, moved to adjourn the meeting. By a voice vote, the motion passed unanimously.

The meeting adjourned at 7:56p.m.

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William Morrissey, Mayor Tem

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Katy Price, City Clerk

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024  
**Agenda Item:** Consent Agenda  
**Subject:** Street and Sidewalk Closure / College Commencement

**Background:**

Hillsdale College has submitted their annual request for street and sidewalk closures for commencement activities. Request is for Hillsdale Street between College Street and Galloway Drive with a backup plan for Oak and College Streets between Academy Lane and Union Street. Closure will be on May 11, 2024 from 6:00 a.m. till 7:00 p.m. if Hillsdale Street is utilized. Same day from 6:00 a.m. till 7:00 p.m. if the Biermann Center is utilized. See attached documents. Sidewalk closures are for security purposes.

**Recommendation:**

Approval is recommended as this is an annual event.

Scott A. Hephner



Chief of Police / Fire Chief



March 29, 2024

Scott A. Hephner  
Chief of Police  
97 Broad Street  
Hillsdale, MI 49242

Dear Chief Hephner:

In accordance with our past practices and procedures, Hillsdale College is requesting to close the right of way, including both the street and sidewalk, along Hillsdale Street from College Street to E. Galloway Drive/Barber Drive on Saturday, May 11, 2024 from 6 a.m. until 7 p.m. Vehicular and foot traffic will be routed east along College Street, north or south along West Street, west along Galloway, and back to Hillsdale Street.

In case of inclement weather, the Commencement ceremony will shift to the Margot V. Biermann Center, located at 91 E College Street. In that case, Hillsdale College would close the right of way, including both the street and sidewalk, along Oak Street and College Street between Academy Lane and Union Street on Saturday, May 11, 2024 from 6 a.m. until 7 p.m. Vehicular and foot traffic would be routed from Oak Street onto Fayette Street, then either north or south along Union Street, and west onto College Street.

Hillsdale College Security personnel will place, remove, and tend to all necessary barricades and traffic control signs. If you have any questions, please call me at 517-607-2597.

Respectfully submitted,

William K. Whorley  
Director of Security

WKW/ajs

Received by \_\_\_\_\_  
 Date \_\_\_\_\_  
 Amount Rec' \_\_\_\_\_  
 Check # \_\_\_\_\_



Permit # \_\_\_\_\_

**CITY OF HILLSDALE**

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

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

**TYPE:**

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

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

Hillsdale College 3/29/24

Applicant's Name 33 E College Street	Date	Contractor's Name	Date
Mailing Address Hillsdale MI	49242	Mailing Address	
City 517-607-2597	State	Zip Code	City State Zip Code
Telephone Number		Telephone Number	

**DESCRIPTION OF WORK OR USE:**  
 Hillsdale Street and the adjacent sidewalks, to include the entire right of way, to be closed between College Street and E Galloway Drive/Barber Drive. Traffic to be routed west on College Street, to north/south on West Street, and then east on Galloway Drive, returning to Hillsdale Street. Detour signs will indicate route.

**LOCATION:** (Drawing to be provided)  
 See attached map for primary and alternate routes.

**FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:**  
 Stadium III Barricades and Pedestrian Barricades are to be used along with advanced warning signs. All traffic signage is MUTCD compliant.

**TIME PERIOD:**  
 COMMENCING DATE: May 11, 2024      TIME: 6 am      ENDING DATE: May 11, 2024      TIME: 7 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**

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Recommendation for Issuance

Approved  Denied

Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

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

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

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

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

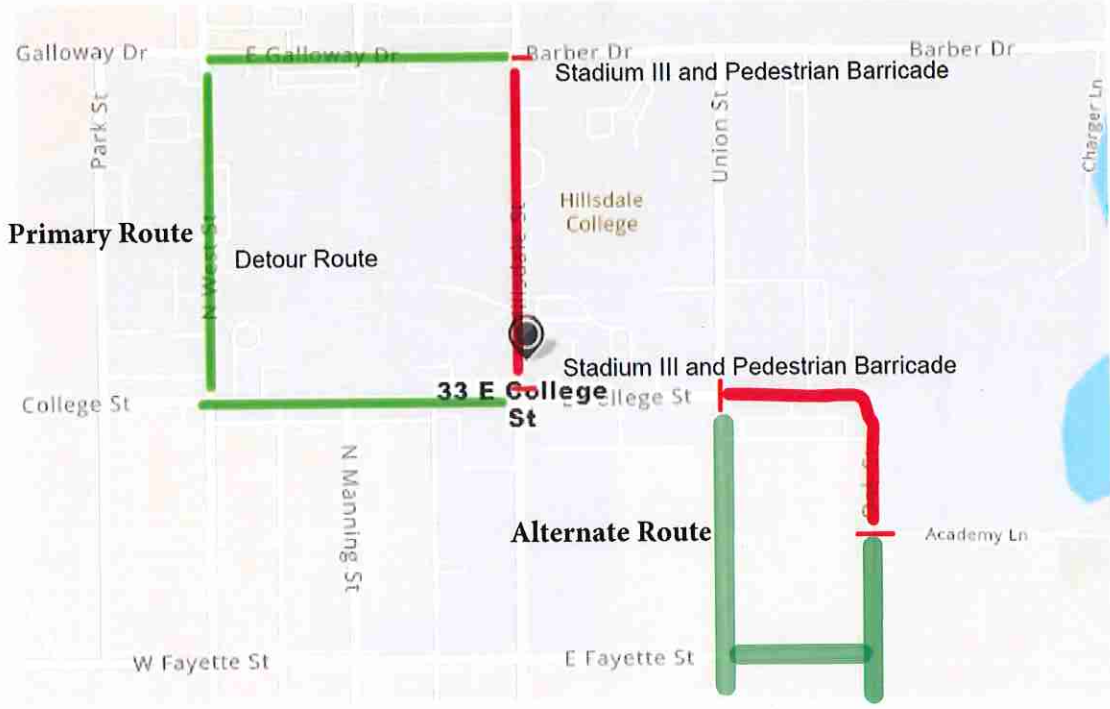
Note: All payments must be received and recorded before permit is valid.

**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.**



**CITY OF HILLSDALE**

**RULES AND REGULATIONS  
PERMITS FOR OCCUPANCY OF AND WORK WITHIN STREET RIGHT-OF-WAYS**

**SECTION 1 – AUTHORITY**

- A. These rules and regulations are promulgated pursuant to the provisions of Section 30-55 of Chapter 30 of the Hillsdale Municipal Code.

**SECTION 2 – APPLICATION PROCEDURES**

- A. Applicants for permits shall complete the permit form provided by the Department of Public Services and shall return the completed form to the **Public Services Building, 149 Waterworks Drive** or the **Clerk's Office, City Hall, 97 N. Broad Street**, together with such additional information which is required pursuant to Chapter 30 of the Hillsdale Municipal Code and these rules and regulations.
- B. Each application shall be reviewed by the Director of Public Services, or his designee, for compliance with the provisions of Chapter 30 and these rules and regulations. In addition, the following persons shall receive written notification that an application has been received and they shall be provided an opportunity to review the application prior to its approval: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director of Public Services, the application complies with the applicable provisions of Chapter 30 and these rules and regulations, then he shall notify the applicant that the application has been approved. If the application fails to comply with Chapter 30 and these rules and regulations, then the Director shall notify the applicant that the application has been denied. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.
- D. If an application is approved, the Director shall prepare the necessary permit and shall determine the amount of any fees which the applicant must pay. The permit and the statement of fees shall be delivered to the City Clerk.
- E. Upon payment of the fees as determined by the Director of Public Services, the City Clerk shall deliver the permit to the applicant and shall notify the Director of Public Services that the permit has been issued.

**SECTION 3 – REQUEST TO COMMENCE WORK**

- A. Any person, firm, or corporation to whom an annual blanket permit has been issued shall apply to the Director of Public Services for permission to commence work pursuant to the annual blanket permit by submitting a request to commence work on the forms provided by this purpose. Such request to commence work shall be submitted in accordance with applicable provisions of Chapter 30.
- B. Each request to commence work shall be reviewed by the Director of Public Services to determine its compliance with the provisions of Chapter 30, these rules and regulations, and the annual blanket permit. The Director shall notify the following persons and shall provide them an opportunity to comment upon the request to commence work: Director of Utilities, Police Chief, Fire Chief, and City Forester.
- C. If, in the opinion of the Director, the request to commence work is in compliance with the applicable provisions of Chapter 30, these rules and regulations, and the annual blanket permit, then he shall approve the request and notify the applicant of such approval. If the request is not in compliance, then the request shall be denied and the applicant shall have the opportunity to submit a request to commence work which is in compliance. The Director may permit the applicant to submit additional information or to revise information previously submitted so as to cause the application to comply with Chapter 30 and these rules and regulations.

**SECTION 4 – STREET CLOSINGS AND STREET OCCUPANCIES**

- A. If an application or request to commence work approved pursuant to these rules and regulations requires the closing of a street to vehicular traffic, then the applicant shall notify the Chief of Police not less than twenty-four (24) hours prior to commencing the work which will necessitate the closing of the street of the dates and times when such street is required to be closed.
- B. Streets shall be closed only pursuant to directives issued by the Chief of Police in accordance with the provisions of the Uniform Traffic Code and shall be evidenced by temporary traffic control orders and/or by the Police Chief's endorsement on the permit, or, in the case of an annual blanket permit, on the request to commence work form.
- C. The Director may issue permits for the temporary occupancy or use of portions of the street right-of-way when such occupancy or use does not significantly impair the utilization of such right-of-way for vehicular or pedestrian traffic or when such occupancy or use is for a short duration. In reviewing applications for such permits, the Director shall consider the public safety and aesthetic considerations associated with such occupancy or use as well as the public benefit which such occupancy or use provides. If such occupancy or use involves a significant restriction on vehicular traffic, other than closing, the permit, or, in the case of an annual blanket permit, the request to commence work form, shall be endorsed by the Police Chief prior to issuance.

### **SECTION 5 – STREET OPENINGS AND RIGHT-OF-WAY CONSTRUCTION**

- A. It shall be the responsibility of the applicant to contact "Miss Dig" prior to commencing any construction activities within the right-of-way so that all public utilities and other facilities can be located.
- B. It shall be the responsibility of the applicant to provide all necessary warning signs, barricades, flagmen and the like in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD) Part 6 to insure that the public is safe from injury or damage to vehicles as a result of the construction activities.
- C. The applicant, upon completion of any construction, shall restore the right-of-way areas to a condition which is as good as or better than the condition which existed prior to the commencement of construction activities.
- D. The applicant shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other street installation such as sewers, culverts, etc. the applicant shall assume the full responsibility for this protection and shall not proceed with construction or excavation activities prior to receiving the approval of the Department of Public Services for the methods to be used. The applicant shall dispose of all surplus or unsuitable material outside of the limits of the streets.
- E. All trenches, holes and pits shall be filled with gravel, placed in successive layers not more than nine inches in depth, loose measure, and each layer shall be thoroughly compacted by mechanical tamping. Restoration shall be such that it will provide a condition equal to or better than the original condition.
- F. Street openings will be properly maintained by the applicant until the street surface is replaced.
- G. Bituminous surfaces must be replaced with bituminous materials compacted at a minimum of two lifts. Concrete surfaces must be replaced with concrete materials flush with the existing surface and properly finished.
- H. Materials used in construction, backfilling and repair operations shall comply with the State of Michigan, Department of Transportation specifications. These include the following:
  - 1. Aggregate types for backfilling.....22A and 23
  - 2. Asphalt type for replacement of street surface.....20AA
  - 3. Concrete type for replacement of concrete surface...Type 35P
- I. All vegetative areas shall be restored using top soil which is free of weeds and shall be seeded and protected from erosion.
- J. Street openings shall be made in such manner and with such tools as to produce straight edges. All such openings shall be rectangular in shape unless conditions warrant an irregular shape.

### **SECTION 6 – SIDEWALK CONSTRUCTION, REPAIR, AND REPLACEMENT**

- A. All sidewalk work shall consist of constructing the sidewalk in a single course on a prepared subgrade.
- B. All sidewalks shall project one inch above finished grade and shall slope one quarter inch per foot toward the drainage side. Sidewalks shall be four inches thick except at driveway crossings which shall be six inches thick. Sidewalks shall be a minimum of five feet wide and a maximum of six feet wide. All walks shall meet the requirements of the Americans with Disabilities Act (ADA).
- C. All unstable subgrade material shall be removed and replaced with a minimum of four inches granular material or sand, compacted.
- D. Forms shall be clean and straight, composed of wood or metal. The forms shall be staked to line and grade in a manner that will prevent deflection or settlement. Forms shall be oiled before placing concrete. If the line of the sidewalk conflicts with trees adjacent to the sidewalk, the applicant shall notify the City Forester and Director prior to proceeding with the installation of forms.
- E. The base shall be thoroughly wetted and the concrete deposited thereon to the proper depth. It shall be spaded along the forms compressed and struck-off flush with the top of the forms. The surface shall be floated, edges and joints properly tooled, and finished with a brush to provide a non-slip surface.
- F. The applicant shall insure the use of appropriate materials which shall comply with the following specification:
- G. Expansion joints shall be placed every fifty feet or more often if required to prevent cracking of the sidewalk. Grooved joints a minimum of one-half inch in depth shall be placed every five feet.
- H. Sidewalks and sidewalk ramps shall be constructed in accordance with the standard specifications of the Michigan Department of Transportation (MDOT).
- I. Driveway approaches shall be a minimum of ten feet in width and shall be constructed of concrete a minimum of six inches thick. Expansion joints shall be placed where the approach meets a sidewalk or street. Approaches shall be constructed in accordance with standards provided in Section 6E.

### **SECTION 7 – INSPECTIONS**

- A. It shall be the responsibility of the applicant to contact the Department of Public Services at such times as inspections are required pursuant to these rules and regulations and in accordance with sound construction practices.
- B. At a minimum inspections shall be required at the following times"
  - 1. Sidewalks
    - a) After installing forms and prior to pouring concrete.
    - b) Upon completion of work and restoration of the area.
  - 2. Street Openings
    - a) Prior to commencing backfilling.

- b) Prior to commencing restoration of the street surfaces.
- c) Upon completion of work and restoration of the area.
- 3. Other Construction
  - a) Upon completion of work and restoration of the area.
  - b) At such other times as determined by the Director of Public Services.

**SECTION 8 – TREES**

- A. The applicant shall not remove, trim, cut roots from, or otherwise damage any tree growing within the street right-of-way without first having obtained the endorsement of the City Forester on the permit or, in the case of an annual blanket permit, on the request to commence work form.
- B. If during the course of any activities conducted pursuant to a permit granted in accordance with these rules and regulations the applicant finds that there is the possibility of interference with trees growing in the street right-of-way, the applicant shall immediately contact the Director of Public Services and the City Forester.

**SECTION 9 – INSURANCE AND BONDS**

- A. Any applicant proposing to conduct any activities involving construction within the right-of-way of streets in the City of Hillsdale shall provide evidence of liability insurance covering personal injury and property damage in the amount of not less than \$1,000,000 combined single limit. The applicant shall provide an endorsement naming the City of Hillsdale as an additional insured.
- B. The applicant shall keep such insurance in effect during all times that the applicant is conducting activities within the street right-of-ways.
- C. If the applicant is self-insured for personal injury and/or property damage risks, the applicant shall provide documentation of such self-insurance program and shall further agree to indemnify and hold the City harmless from any and all liability arising out of any activities conducted pursuant to the permit.
- D. If an applicant utilizes subcontractors in performing some or all of the work which is covered by a permit, each such subcontractor shall be required to comply with the provisions of this Section.
- E. Pursuant to the provisions of Section 30-37 of the Hillsdale Municipal Code, the Director shall determine the amount of the performance bond or cash deposit which shall be provided by the applicant prior to the issuance of the permit. In no case shall the amount of such performance bond or cash deposit required for a permit for construction activities within the traveled portion of any street be less than \$10,000.
- F. If an applicant provides a blanket bond to cover all bond requirements during a specified period of time, the amount of such bond shall be maintained at least equal to the amount required to satisfy the terms of all permits issued during that period of time.

**SECTION 10 – FEES**

- A. The following schedule shall be the fees as established for permits issued pursuant to these rules and regulations:

Application fee.....	\$10.00
Annual Blanket Permit.....	\$150.00
Sidewalk under 25 square feet.....	\$25.00
Sidewalk over 25 square feet (includes Terrace Preparation).....	\$75.00
Driveway Approach Permit.....	\$50.00
Street Opening.....	\$100.00
Terrace Preparation.....	\$25.00
Storm Sewer Connection fee.....	\$150.00
Curb Cut/Repair/Extension.....	\$50.00

- B. In addition to the fees indicated above, all work requiring inspections after 3:00 p.m. or on Weekends shall be subject to an additional fee of \$75.00 per hour (Minimum 2 hour charge) or portion thereof with personnel availability.
- C. Traffic control measures may incur additional fees.



HILLCOL-02

JDUFF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2023

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

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

<b>PRODUCER</b> Vested Risk Strategies, Inc. 83 N. Broad Street Hillsdale, MI 49242	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(517) 439-1501</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> <b>contact@vestedrisk.com</b>		
<b>INSURED</b>  Hillsdale College 33 E College Street Hillsdale, MI 49242-1205	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> United Educators Insurance, A Reciprocal Risk Retention Group		<b>10020</b>
	<b>INSURER B:</b> Greenwich Insurance Co		<b>22322</b>
	<b>INSURER C:</b> XL Specialty Insurance Company		<b>37885</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			U75-85D	11/1/2023	11/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>Included</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b>
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA RAC9438218	10/16/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>1,000,000</b>			U75-85D	11/1/2023	11/1/2024	EACH OCCURRENCE \$ <b>20,000,000</b> AGGREGATE \$ <b>20,000,000</b>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC RWC3001827	10/16/2023	10/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

### CERTIFICATE HOLDER

### CANCELLATION

Hillsdale College 33 E. College Street Hillsdale, MI 49242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024  
**Agenda Item:** Consent Agenda  
**Subject:** CAPA 5k Glow Run

**Background:**

The Child Abuse Prevention Awareness (CAPA) council of Hillsdale County will be holding their annual 5k Run / Walk on Saturday April 20, 2024 at 9:00 a.m. The start / finish line will be alongside the dirt portion of Waterworks Drive within Sandy Beach Park, participants will travel from this point to the walk path and continue to Barnard Street and back. No streets or parking lots will be blocked and there will be no vehicular or pedestrian impediments. CAPA will begin setting up at 7:00 a.m.

The Hillsdale City Police and Fire Departments will be assisting along the course.

**Recommendation:**

Support of the CAPA 5k Run / Walk is appreciated as proceeds help fund prevention and awareness programs in Hillsdale County. This location and route was utilized in 2021.

Scott Hephner



Chief of Police / Fire Chief

Received by \_\_\_\_\_  
 Date \_\_\_\_\_  
 Amount Rec' \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Permit # \_\_\_\_\_



**CITY OF HILLSDALE**

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

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

**TYPE:**

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

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

Applicant's Name <b>CAPA</b>	Date <b>2/26/24</b>	Contractor's Name	Date
Mailing Address <b>20 Care Dr. Ste. C</b>	City <b>Hillsdale</b>	Mailing Address	State <b>MI</b>
City <b>Hillsdale</b>	State <b>MI</b>	Zip Code <b>49242</b>	Zip Code
Telephone Number <b>517-437-3100</b>	Telephone Number		

**CAPA 5K Run/Walk**

LOCATION: (Drawing to be provided)

**See 5K Map / Primarily using Bike path - start + finish just past Sandy to barand st + on Pa**

**Caution signs will be posted and removed after the race**

TIME PERIOD:

COMMENCING DATE:  
**April 20, 2024**

TIME:  
**7:30a.m.**

ENDING DATE:  
**April 20, 2024**

TIME:  
**1:00p.m.**

THE FOLLOWING MUST BE SUBMITTED PRIOR TO PERMIT ISSUANCE:

Certificate of Insurance

Construction Plan

Other

*0000  
1000 Kits  
fun Run*

Performance Bond \$ \_\_\_\_\_

Subcontractor's Names

**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**

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Recommendation for Issuance

Approved  Denied

Director Comments:

\_\_\_\_\_  
Director, Department of Public Services

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Recommendation for Issuance

Approved  Denied

Chief of Police Comments:

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

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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:** [jblake@cityofhillsdale.org](mailto:jblake@cityofhillsdale.org)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

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

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<b>PRODUCER</b> Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242	<b>CONTACT NAME:</b> Cyndi Armstrong <b>PHONE (A/C, No, Ext):</b> (517) 439-9345 <b>E-MAIL ADDRESS:</b> carmstrong@mooreinsuranceservices.com	<b>FAX (A/C, No):</b> (517) 439-5536
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Child Abuse Prevention & Awareness 20 Care Dr Ste C Hillsdale MI 49242-5052	<b>INSURER A:</b> Home-Owners Insurance Company	
	<b>INSURER B:</b> Auto-Owners Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL23111704296      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		06311615	12/11/2023	12/11/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			06311615	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	06278181	12/11/2023	12/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Special Event: Annual Magic Bike Ride, 5K Run/walk  
 City of Hillsdale is listed as additional insured with regard to general liability.

**CERTIFICATE HOLDER**

City of Hillsdale  
 97 N Broad Street  
 Hillsdale MI 49242

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Cynthia J Armstrong*

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For information: Tobias Sellier, American  
Public Power Association, 202-467-2927  
Ken Keasal, Hillsdale Safety Coordinator, 517-437-6498

**Hillsdale Board of Public Utilities HONORED WITH NATIONAL AWARD  
FOR OUTSTANDING SAFETY PRACTICES**

WASHINGTON, D.C., April 8, 2024 – Hillsdale Board of Public Utilities has earned the American Public Power Association’s Safety Award of Excellence for safe operating practices in 2023. The utility earned Diamond (Highest) award in the category for utilities with 53,359 worker-hours of annual worker exposure.

“Receiving this award demonstrates our commitment to safety. Our Safety Coordinator, Ken Keasel, and our entire staff are committed to working safe, and truly make it our first priority,” said Superintendent Jake Hammel

More than 160 utilities entered the annual Safety Awards for 2023. Entrants were placed in categories according to their number of worker-hours and ranked based on the most incident-free records and overall state of their safety programs and culture during 2023. The incidence rate is based on the number of work-related reportable injuries or illnesses and the number of worker-hours during 2023, as defined by the Occupational Safety and Health Administration (OSHA).

“The Board of Public Utilities is proud of its safety record,” said David Mackie, Director of the Hillsdale Board of Public Utilities. “This award is a testament to the hard work that goes into ensuring that our team members go home safe to their families every day.”

“In our industry, safety has to be top of mind all day every day,” said Scott McKenzie, Chair of APPA’s Engineering and Operations Conference safety track and Senior Director of Member Training & Safety at AMP Inc. “These honored utilities have demonstrated a commitment to safety that runs through every aspect of their organizations.”

The Safety Awards have been held annually for more than 65 years. The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide.

###



**REDUCE  
REUSE  
RECYCLE**



HILLSDALE CONSERVATION DISTRICT  
2024 Electronics Recycling - Open to Hillsdale County Residents Only!

# E-WASTE COLLECTION

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In Coordination with Spring Tree Sale!  
Friday, April 26 from 8am - 6pm  
Saturday, April 27 from 8am - 12pm  
HILLSDALE COUNTY FAIRGROUNDS  
Yellow Merchants Building  
115 S. Broad St. Hillsdale, MI

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For more Information: 517-825-0162

*Sponsored in-part by: Hillsdale County Community Foundation*

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** April 15, 2024

**Agenda Item:** Communication

**SUBJECT:** Solicitors and Peddlers Registration/Food Trucks

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

On April 8th, 2024, the City of Hillsdale Public Services Committee met to review and discuss the current Solicitors and Peddlers Ordinance and Registration/Permit, which also applies to food trucks. After reviewing the Solicitors and Peddlers Ordinance the Committee decided that no changes were necessary to the ordinance. The Committee discussed established City businesses who might own food trucks and the individual vendors in the Farmers Market and discussed whether permits would be required for them as well. The Committee concluded that since established business would most likely be utilizing their food truck(s) in other areas of the City, rather than in front of their established business, a permit would be required. Additionally, the Committee concluded that based on the current ordinance language, each individual vendor participating in the Farmers Market would be required to have a permit. The Committee felt that making exceptions for who the ordinance applied to was not appropriate. The registration/permit fee is \$50 for the year. Attached is a copy of the City's updated Food Truck Peddler Registration with insurance requirements as recommended by Vested Risk Strategies and the food truck prohibited area map used by the City.

**RECOMMENDATION:**

No action is required.

## FOOD TRUCK PEDDLER REGISTRATION

### 1. Register as a Peddler

Section 8.381 of the Hillsdale City Charter: *Peddler* means any person who travels by foot, motor vehicle, or any other type of conveyance, from place to place; or stands in one place on public property, except when in front of the person's established business location, selling or offering for sale goods and services.

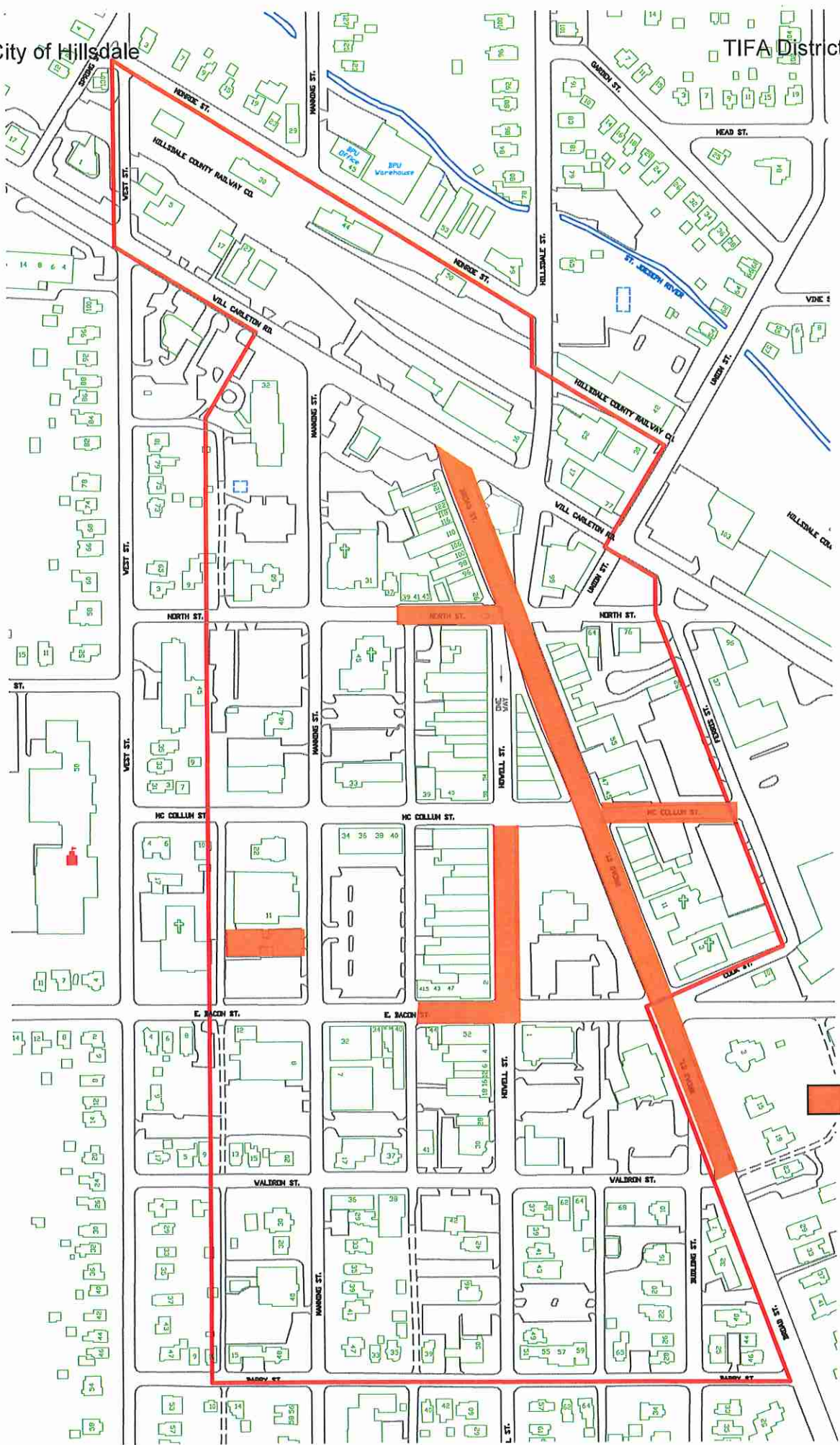
- Application must include proof of at least \$300,000 in general liability insurance with the City of Hillsdale named as an additional insured.
- Application must include proof of at least \$510,000 of auto liability insurance coverage for mobile food vendors.
- Application must include proof of food preparation permit from the County Health Department.

### 2. Obtain a Right of Way Permit (ROW)

- ROW Permit must be on display in the food truck while serving food.
- ROW will be granted for 30 days and can be renewed, with review, after that period at no additional charge.
- ROW will allow parking on City Streets in excess of two hours as long as food is being served. No overnight parking will be allowed.
- Food trucks will not be allowed anywhere on M-99.
- Food trucks will not be allowed on any city block where an existing brick-and-mortar food establishment is located during the hours when that establishment is open for business (See map of downtown locations).
- Food trucks must provide a waste container for customer use which the operator shall empty at his/her own expense. All trash and garbage originating from the operation shall be collected and disposed of off-site by the operator each day.
- Food trucks must provide customer service only on the side of the truck that faces a curb, lawn, or sidewalk. No food service shall be provided on the driving lane side of the truck.

City of Hillsdale

TIFA District



Food trucks prohibited





# Mitchell Research Center Newsletter

## We need your Help!

The Mitchell Research Center is a nonprofit 501c3 organization run solely by volunteers. We are open Monday through Thursday, 10 a.m. until 4 p.m., plus other hours by request. The Mitchell building is the former Mitchell Public Library and before that, the Mitchell home. The plan was originally that it be connected to the library of today. Multiple local resources are available for use, which include those not only from Hillsdale County but the entire State of Michigan plus surrounding states. Today's city questions the necessity of our mission! We need more people plus funds to continue and to save the great research center and grand building!



22 N. Manning St  
Hillsdale, MI 49242  
Phone 517-437-6488

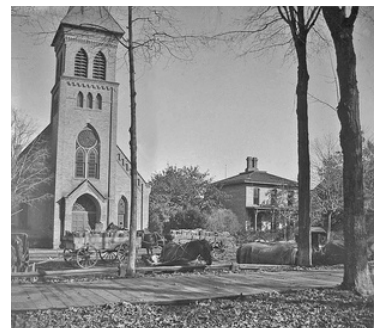
[www.mitchellresearchcenter.org](http://www.mitchellresearchcenter.org)  
Hours Monday thru Thursday  
10 am to 4 pm



Glass negative picture of couple at the corner of Bacon and Broad Streets, next to old Hillsdale County jail.



Glass negative of ladies climbing Pratt's Hill (on Bacon going west) in the snow, going west. Recognize anyone?



Picture developed from a glass negative at the corner of Bacon and Broad Streets, next to the jail. Note the wood sidewalk.



Vivian Lyon Moore

**Vivian Lyon Moore** grew up on Broad Street in Hillsdale, Michigan. Born November 23 1887 in Quincy, MI, Vivian married Donald R. Moore in May of 1916 and was divorced in May of 1939, charging “extreme cruelty” Through the years Vivian became known as a college professor at Hillsdale, an historian, a genealogist, and an author. During her 34 years at the college she became an associate professor of German and the College Historian.

Mrs. Moore joined the Hillsdale College faculty in 1909 as an instructor of piano and German. She left the faculty in 1914 but returned in 1930. She’d completed work at the University of Chicago, University of Michigan, University of Iowa, and St. Mary’s of Notre Dame. In 1942 she became assistant professor of history, English and German at Hillsdale.

Vivian had been associated with the College for nearly 60 years and was named professor of the year in 1959. She’d won national awards over the years.

Vivian Lyon Moore had a plethora of characters about which to write, including Civil War soldier Melville Warren Chase, Will Carleton, Lorenzo Dow and many more. After her retirement Vivian travelled extensively and was in great demand as a speaker and writer. Review of such indicates a tendency of hers to embellish local facts.

Vivian also became well-known for her publications, which included many local reference books. The most significant could probably be said to be her extensive 588 page compilation entitled **The First Hundred Years of Hillsdale College 1844-1944** printed by The Ann Arbor Press in 1943

In 1961 Vivian wrote a series of Hillsdale building articles that were published in the Hillsdale Daily News. That series remains of interest to this day.

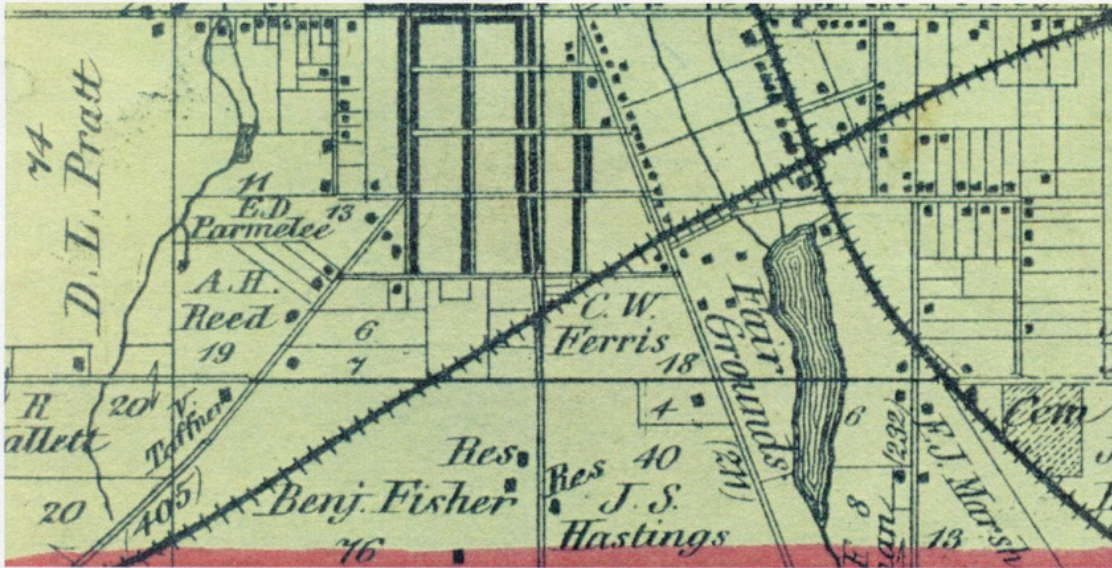
Known as an insomniac, Mrs. Moore took a great deal of her historic research home with her from the College and worked on it through the night. However, Vivian fell asleep during the night on November 25, 1963, following having dinner next door with the nuns on Broad St. and the bed caught fire. It was said she was found cowering under a dressing table right next to an operating window over the front porch. Her home and her history as well as her life were gone.

Compiled by Carol Lackey

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# BROAD STREET MOVED

Compiled by Carol Lackey



In 1879, the Hillsdale City Council voted to move Broad Street by curving it to the west, in order to "enable the county agricultural society to purchase the land left on the east of the new line, thereby adding about ten acres to the grounds of the society." (Hillsdale Herald, Jan. 23, 1879)





# Wright Twp. Hillsdale Co. MI

## One Room Schools

1. Independent School - Lickley Rd.
2. King School - Elm Rd.
3. Lickleys Corners School - Tamarack Rd.
4. Pink School - Camden Rd.
5. Prattville High School - Village of Prattville
6. Virginia School - Unknown
7. Waldron High School - Village of Waldron
8. Wheeler School - Lickley & Burt Rds.
9. White School - Hartley Rd.
10. Yellow School - Crowe Rd.
11. Wright School - Unknown



1924 Prattville School — Clair Chapin, of 8720 Skuse Road, Pittsford, shared this picture of himself and his fellow classmates. Back row: Hazel Lickly the teacher, Max Tuttle, Mildred Martin, Ruth Bricker, Mildred Loomis, Eloise Saltskill, Ada Farnham, Dawn Neighdy, Evelyn Downer, Fred Emens, Marvin Long, Arnold Williams. Middle row: Gareld Willet, Dale Burnham, Virgil Emens, Arnold Gibson, Liman Farnham, Paul Wolf, Manard Gibson, Clarence Swagert, Clair Chapin. Front row: Mary Kaufman, Arda Wolf, Maxine Willet, Thelia Dennis, Agnes Willet, Helen Kaufman, Ida Gibson, Evelyn Willet, Harry Long.

THE HILLSDALE DAILY NEWS, HILLSDALE, MICHIGAN, FRIDAY, AUGUST 13, 1948

### Early Day Log Schoolhouse Sees Service as Home



Conversion of schoolhouses into homes is not a present-day development inspired by school district consolidations, although the movement has been accelerated thereby. Shown above is a log school built sometime before 1870 near Lickley's Corners. In 1910 it was moved to the Richard Loney farm and in 1926 to its present location two miles from where it began life as the Elm School. Now owned by Mr. and Mrs. Noah Glendening, it has been modernized as is evident in the picture. Needless to say it is a landmark in that section of Hillsdale County.



Royal class — Ben Allion, 31 Smith St., Osseo, provided this photo of the students at King School, Elm Road, Wright Township, in 1925. Pictured, left to right, are, front row: Marie Maybee, Ronald Beagle, Norman Munsell, Junior Maybee, Ben Allion, Peter Marry, Cletus Marry, Robert Wenig, Charles Terrill; second row: Rita Marry, Velma Munsell, Florence Maybee, Lynford Munsell, Philip Luma, Margaret Marry, Theo Maybee, Dorothy Dillon; back row: Everett Munsell, Mr. Filabaum, Wayne Beagle, Claude Marry.

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## PRESIDENT'S REPORT

A Special Meeting related to the continued lease of the Mitchell Research Center will be held by the Community Development Committee on Wednesday, April 24, 2024 at 5:30 pm. Anyone interested in the continued lease of the Mitchell Research Center in the Mitchell Building should plan on attending this meeting, which will be held at City Hall, 2nd floor, Conference Room, 97 N. Broad St., Hillsdale, MI 49242.

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### Mitchell Library

Hon. Charles T. Mitchell was a pioneer resident who reared his family and made his fortune in Hillsdale. By his will he gave to this city his fine brick two-story and mansard roof dwelling house at corner of Manning and McColum streets for a library building, and also gave \$10,000 for the purchase of books. When the will became operative the executor turned the property over to the Mayor and Aldermen in connection with a very large public reception. Following the changes needful to fit the building for library purposes came the formal dedication. These were pleasant occasions in the city's history and all the residents of that period gratefully remember them. Besides the alcoves and cases for books there is a fine lecture room and a reading room. From the beginning Miss Mary Pratt has been the librarian and Miss Nellie Rowley assistant librarian, and through their care and skill and their advisory aids this enterprise has been very prosperous and popular. The library now consists of 13,000 volumes of books and many magazines and other periodicals. This is really a new, well selected, up-to-date library. And with the large college library on the north and the Mitchell library on the south, Hillsdale could not ask for anything better.



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## HOW TO BECOME A MEMBER OF THE MITCHELL RESEARCH CENTER

Membership forms can be picked up at the research center during open hours.

Membership forms can also be found on our website under the VISIT US tab at:  
[www.mitchellresearchcenter.org](http://www.mitchellresearchcenter.org)

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## HOW YOU CAN DONATE TO THE MITCHELL RESEARCH CENTER

Mitchell Research Center is a nonprofit organization (501c3) that welcomes donations for the ongoing operations of preserving the history of Hillsdale County and surrounding area. Here is how you can help.

- 1) Cash donation or write a check to Friends of MRC and mail it to us at 22. N Manning St., Hillsdale, MI 49242
- 2) Through estate planning by writing a donation into your will.
- 3) We have an account set up at Edward Jones. A check made out to Edward Jones with a note; **for Friends of Mitchell Research Center** can be sent to: Edward Jones 101 Hillsdale St., Hillsdale, MI 49242 Att: Sam Waldvogel

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## VOLUNTEER at the MITCHELL RESEARCH CENTER

Do you enjoy history?

Do you want to learn more about your genealogy?

Please volunteer at the historic Mitchell Research Center!!

You will be oriented to the facilities, processes and procedures, as well as learn about your community!

Work hours are negotiable, from 2 to 6 hours

Monday through Thursday

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## Information

President - Carol Lackey  
Vice President - Lori Zeiler  
Secretary - Norene Trott  
Treasurer - Carol Taylor

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### WELCOME NEW MEMBERS

Mr. & Mrs. Bill Barron  
Volunteer Ron Spence

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### ACTIVITIES

**Jan Feb Mar**

Visitors: 153

Web Visits: 855

Volunteer Hours: 1068.75

Research Projects: 15

Like us on Facebook

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### Things to Donate

- Hillsdale County School Year Books
- Old Photos with Place and People Identified
- Old Plat Maps
- Family Genealogies
- Old Business Records
- Township Histories
- Old School Records & Class Photos
- Real Estate Abstracts
- Birth, Marriage, and Death Certificates
- Family Bible Inscription Pages
- Diaries
- Old Postcards

**City of Hillsdale  
Agenda Item Summary**

**Meeting Date:** April 15, 2024

**Agenda Item:** Public Hearings

**SUBJECT:** Public Hearing- Amend Ordinance for Parking Violation Fines

**BACKGROUND PROVIDED BY STAFF:**

On March 12th, 2024, The City of Hillsdale Public Services Committee (PSC) met to discuss parking fines and noted the City has not adjusted parking fines in many years. The Committee reviewed all parking fines pertaining to Section 32-56 through and including Section 32-57 of Article II of Division II, Chapter 32 of the Code of Ordinance of the City of Hillsdale.

After considerable discussion, the Public Services Committee is recommending to amend and raise all parking fines from \$10 to \$20 and handicap parking violations from \$50 to \$75. A public hearing was set for April 15, 2024 at the April 1, 2024 council meeting to receive public comment regarding the proposed amendment.

**RECOMMENDATION:**

Council to hold the public hearing for an opportunity for the public to be heard.

• **Sec. 32-56. - Fee schedule—Violations.**

[SHARE LINK TO SECTION](#) [PRINT SECTION](#) [DOWNLOAD \(DOCX\) OF SECTION](#) [EMAIL SECTION](#) [COMPARE VERSIONS](#)

The following schedule shall apply for violations of the Uniform Traffic Code and the Michigan vehicle code:

EXPAND

Offense	UTC/MCL Section	Penalty
(1) Parking too far from curb	(UTC R 28.1801, UTC R 28.1802)	\$ 2.00
(2) Angle parking violations	(UTC R 28.1803)	2.00
(3) Prohibited parking (signs unnecessary)	(MCL 257.674)	
a. On a sidewalk		5.00
b. In front of a public or private driveway		5.00
c. Within an intersection		10.00
d. Within 15 feet of a fire hydrant		5.00
e. On a crosswalk		5.00
f. Within 20 feet of a crosswalk, or if there is not a crosswalk, then within 15 feet of the intersection of property lines at an intersection of highways		5.00
g. Within 30 feet of the approach to a flashing beacon, stop sign, or traffic control signal located at the side of a highway		5.00
h. Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone, unless a different length is indicated by an official sign or marking		5.00
i. Within 50 feet of the nearest rail of a railroad crossing		5.00
j. Within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance if properly marked by an official sign		5.00
k. Alongside or opposite a street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic		5.00
l. On the roadway side of a vehicle stopped or parked at the edge or curb of a street		5.00
m. Upon a bridge or other elevated highway structure or within a highway tunnel		10.00
n. At a place where an official sign prohibits stopping or parking		3.00
o. In front of a theater		3.00



	p.	In a place or in a manner that blocks immediate egress from an emergency exit conspicuously marked as an emergency exit of a building		5.00
	q.	In a place or in a manner that blocks or hampers the immediate use of an immediate egress from a fire escape conspicuously marked as a fire escape providing an emergency means of egress from a building		5.00
	r.	In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a disabled person or unless the individual is parking the vehicle for the benefit of a disabled person		50.00
		If not paid in 72 hours		100.00
	s.	In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities		50.00
		If not paid in 72 hours		100.00
	t.	On a street or other area open to the parking of vehicles that results in the vehicle interfering with the use of a curb-cut or ramp by persons with disabilities		50.00
		If not paid in 72 hours		100.00
	u.	In violation of an official sign restricting the period of time for or manner of parking		3.00
	v.	In a space controlled or regulated by a meter on a public street or in a publicly owned parking area or structure, if the allowable time for parking indicated on the meter has expired, unless the vehicle properly displays one or more of the items listed in section MCL 257.675(8)		3.00
	w.	In a place or in a manner that blocks the use of an alley		3.00
	x.	In a place or in a manner that blocks access to a space clearly designated as a fire lane		3.00
(4)		In alley	UTC R 28.1813	3.00
(5)		Parking for prohibited purpose	UTC R 28.1814	
	a.	Displaying vehicle for sale		3.00
	b.	Working or repairing vehicle		3.00
	c.	Displaying advertising		3.00
	d.	Selling merchandise		3.00
	e.	Storage over 48 hours		5.00
(6)		Wrong side boulevard roadway	UTC R 28.1815	2.00
(7)		Loading zone violation	UTC R 28.1818	2.00
(8)		Bus, parking other than bus stop	UTC R 28.1819	5.00
(9)		Taxicab, parking other than cab stand	UTC R 28.1819	5.00
(10)		Bus, taxicab stand violations	UTC R 28.1820	3.00
(11)		Meters, not parked within space	UTC R 28.1822	2.00
(12)		Reserved.		

(13)	Reserved.		
(14)	Bicycle parking violations	UTC R 28.1617	1.00
(15)	Business district parking	Code <a href="#">section 32-81</a> et seq.	10.00
	If not paid in 72 hours		20.00
	If not paid in 144 hours		25.00
(16)	Keys in vehicle or motor running	UTC R 28.1458	10.00

(Code 1979, § 10.08.060)

**Sec. 32-57. - Same—Additional violations.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

The following schedule shall apply to those additional offenses frequently prescribed by ordinance and for penalty variations:

EXPAND

		First Offense	Second Offense	Third and Subsequent Offense
(1)	Abandoned vehicle (plus towing and storage charge)	\$ 5.00	\$ 5.00	\$ 5.00
(2)	Disabled vehicle, failure to move	10.00	10.00	10.00
(3)	Reserved			
(4)	All night parking	2.00	5.00	10.00
(5)	In prohibited zone:			
	Tow-away zone	3.00	5.00	10.00
(6)	Between sidewalk and curb	3.00	5.00	10.00
(7)	Private property, without owner's consent	5.00	10.00	Court

(Code 1979, § 10.08.070)

AS AMENDED

**Sec. 32-56. - Fee schedule—Violations.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

The following schedule shall apply for violations of the Uniform Traffic Code and the Michigan vehicle code.

Offense	UTC/MCL Section	Penalty
(1) Parking too far from curb	(UTC R 28.1801, UTC R 28.1802)	\$ 20.00
(2) Angle parking violations	(UTC R 28.1803)	20.00
(3) Prohibited parking (signs unnecessary)	(MCL 257.674)	
a. On a sidewalk		20.00
b. In front of a public or private driveway		20.00
c. Within an intersection		20.00
d. Within 15 feet of a fire hydrant		20.00
e. On a crosswalk		20.00
f. Within 20 feet of a crosswalk, or if there is not a crosswalk, then within 15 feet of the intersection of property lines at an intersection of highways		20.00
g. Within 30 feet of the approach to a flashing beacon, stop sign, or traffic control signal located at the side of a highway		20.00
h. Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone, unless a different length is indicated by an official sign or marking		20.00
i. Within 50 feet of the nearest rail of a railroad crossing		20.00
j. Within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance if properly marked by an official sign		20.00
k. Alongside or opposite a street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic		20.00
l. On the roadway side of a vehicle stopped or parked at the edge or curb of a street		20.00
m. Upon a bridge or other elevated highway structure or within a highway tunnel		20.00
n. At a place where an official sign prohibits stopping or parking		20.00
o. In front of a theater		20.00
p. In a place or in a manner that blocks immediate egress from an emergency exit conspicuously marked as an emergency exit of a building		20.00
q. In a place or in a manner that blocks or hampers the immediate use of an immediate egress from a fire escape conspicuously marked as a fire escape providing an emergency means of egress from a building		20.00
r. In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a		75.00

	disabled person or unless the individual is parking the vehicle for the benefit of a disabled person		
	If not paid in 72 hours		150.00
s.	In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities		75.00
	If not paid in 72 hours		150.00
t.	On a street or other area open to the parking of vehicles that results in the vehicle interfering with the use of a curb-cut or ramp by persons with disabilities		75.00
	If not paid in 72 hours		150.00
u.	In violation of an official sign restricting the period of time for or manner of parking		20.00
v.	In a space controlled or regulated by a meter on a public street or in a publicly owned parking area or structure, if the allowable time for parking indicated on the meter has expired, unless the vehicle properly displays one or more of the items listed in section MCL 257.675(8)		20.00
w.	In a place or in a manner that blocks the use of an alley		20.00
x.	In a place or in a manner that blocks access to a space clearly designated as a fire lane		20.00
(4)	In alley	UTC R 28.1813	20.00
(5)	Parking for prohibited purpose	UTC R 28.1814	
a.	Displaying vehicle for sale		20.00
b.	Working or repairing vehicle		20.00
c.	Displaying advertising		20.00
d.	Selling merchandise		20.00
e.	Storage over 48 hours		20.00
(6)	Wrong side boulevard roadway	UTC R 28.1815	20.00
(7)	Loading zone violation	UTC R 28.1818	20.00
(8)	Bus, parking other than bus stop	UTC R 28.1819	20.00
(9)	Taxicab, parking other than cab stand	UTC R 28.1819	20.00
(10)	Bus, taxicab stand violations	UTC R 28.1820	20.00
(11)	Meters, not parked within space	UTC R 28.1822	20.00
(12)	Reserved.		
(13)	Reserved.		
(14)	Bicycle parking violations	UTC R 28.1617	20.00
(15)	Business district parking	Code <a href="#">section 32-81</a> et seq.	20.00
	If not paid in 72 hours		40.00
	If not paid in 144 hours		45.00
(16)	Keys in vehicle or motor running	UTC R 28.1458	20.00

**Sec. 32-57. - Same—Additional violations.**

[SHARE LINK TO SECTION](#) [PRINT SECTION](#) [DOWNLOAD \(DOCX\) OF SECTION](#) [EMAIL SECTION](#) [COMPARE VERSIONS](#)

The following schedule shall apply to those additional offenses frequently prescribed by ordinance and for penalty variations:

EXPAND		First Offense	Second Offense	Third and Subsequent Offense
(1)	Abandoned vehicle (plus towing and storage charge)	\$ 20.00	\$ 20.00	\$ 20.00
(2)	Disabled vehicle, failure to move	20.00	20.00	20.00
(3)	Reserved			
(4)	All night parking	20.00	20.00	20.00
(5)	In prohibited zone:			
	Tow-away zone	20.00	20.00	20.00
(6)	Between sidewalk and curb	20.00	20.00	20.00
(7)	Private property, without owner's consent	20.00	20.00	Court

**City of Hillsdale  
Agenda Item Summary**

**Meeting Date:** April 15, 2024

**Agenda Item:** Public Hearings

**SUBJECT:** Confirmation of Special Assessment District (SAD) Rolls  
SAD 22-07 Westwood Area  
SAD 2024-08 W St Joe/Griswold

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

Council received plans for proposed street improvements in the Westwood area to be partially funded by special assessment at a meeting held October 3, 2022. An opportunity for all interested persons to be heard was given. At that time, Council adopted resolution 3516 (SAD 22-07) establishing the Westwood Area Special Assessment District (SAD) and directing the work to be completed.

Council also received plans for proposed street improvements to W St. Joe and Griswold Streets to be partially funded by special assessment at a meeting held August 21, 2023. Following a public hearing, Council adopted resolution 3572 (SAD 2024-08) establishing the W St Joe/Griswold SAD and directing that work to be completed.

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

District	Total Bid Cost	50%	# of Parcels	Per Parcel Share
22-07	\$2,670,533.00	\$1,335,266.50	83	\$16,087.55
2024-08	\$1,098,488.12	\$ 549,244.06	44	\$12,482.82

City policy for street improvement special assessments adopted February 15, 2021 splits the total cost of the project 50/50 between the City and the adjacent property owners, but 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. The total per parcel share for both districts exceeded \$5,000, so all parcels were assessed at the lessor of \$5,000 or 25% of the true cash value as of December 31 in the year immediately preceding adoption of the resolution establishing the district.



**STAFF RECOMMENDATION:**

1. Hold the public hearing as scheduled.
  - a. Direct the Clerk to make official record of the appearance and/or protest by property owners within the districts. Appearance may be in person, in writing, or by an authorized representative.
  - b. Appearance is required to preserve the property owners' rights to further appeal their assessments to the Michigan Tax Tribunal.
  - c. **By City Charter, Section 11.7. - Contested assessments.** Except and unless notice is given to the Council in writing of an intention to contest or enjoin the collection of any special assessment within thirty days after the date of the meeting of the Council at which the assessment roll is finally confirmed, which notice shall state the grounds on which the proceedings are to be contested, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of such special assessment. Further, whether or not any public improvement is completed in any special assessment district, no owner of real property located in such district shall be entitled to commence any suit or action for the purpose of contesting or enjoining the collection of any such special assessment after he has received a benefit from the substantial completion of that portion of such public improvement for which he is assessed.
2. Resolutions to Confirm the Final Special Assessment Rolls. For each district, Council should carefully consider the resolutions prepared by staff and the attached special assessment rolls. Council may either:
  - a. Adopt the resolutions confirming the rolls as presented.
  - b. Make motion to correct or adjust individual assessments on the rolls and adopt the resolutions confirming the rolls as amended.
  - c. Table the issue and refer back to the Assessor with specific instructions for adjustment or correction of the roll and confirmation at a future meeting.

NOTICE OF PUBLIC HEARING  
CONFIRMATION OF FINAL SPECIAL ASSESSMENT  
7:00 P.M. MONDAY, APRIL 15, 2024 WESTWOOD AREA SPECIAL ASSESSMENT DISTRICT

TO THE PERSONS AGAINST WHOM THE ASSESSMENT APPEARS, AND TO ALL OTHER PERSONS INTERESTED, TAKE NOTICE: THAT THE ROLL OF THE SPECIAL ASSESSMENT HERETOFORE MADE BY THE ASSESSOR FOR THE PURPOSE OF DEFRAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PROJECT IDENTIFIED IS NOW ON FILE IN MY OFFICE FOR PUBLIC INSPECTION.

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
30006-227-151-12	8 PICARDY PL	ARNOLD, ZACHERY K & SHANNA R	5,000.00
30006-227-177-05	108 COLD SPRINGS CIR	BAKER, GRANT G	2,500.00
30006-227-152-46	158 WESTWOOD DR	BALSER, TROY & SHEILA	5,000.00
30006-227-179-04	25 GLENDALE AVE	BARBER, DAWN	5,000.00
30006-227-151-25	149 WESTWOOD DR	BAYS, BRITTANY T	5,000.00
30006-227-178-20	2 GLENDALE AVE	BEILFUSS, DARLENE J	5,000.00
30006-227-151-29	5 CORONA CIR	BENZING, LANCE E SR	5,000.00
30006-227-176-04	113 WESTWOOD ST	BERTRAM, SCOT & ROBIN	5,000.00
30006-227-151-19	5 AZALEA CT	BLACKHAM, BRADLEY W	5,000.00
30006-227-177-27	36 HIGHLAND AVE	BONAITI, LORENZO & ANNA VINCE	5,000.00
30006-227-151-26	147 WESTWOOD DR	BUI, HIEN & THANH TRAN	5,000.00
30006-227-152-27	301 SCENIC DR	CALBETZER, LINDA L LVG TRUST	5,000.00
30006-227-178-23	15 HIGHLAND AVE	CASCARELLI, DONALD F LIVING T	5,000.00
30006-227-177-08	111 COLD SPRINGS CIR	CASPAR, TIMOTHY W & KATY M	5,000.00
30006-227-177-16	32 HIGHLAND AVE	CHEN, KEEN J & JOANNE R TRAN	5,000.00
30006-227-151-15	161 WESTWOOD DR	CHERAMIE, LAURIE	5,000.00
30006-227-177-10	109.5 COLD SPRINGS CIR	CHURCH, I&C/LINDLEY, D&E/MAIE	2,500.00
30006-227-177-09	109.7 COLD SPRINGS CIR	CHURCH, IAN M & CORRIE M	2,500.00
30006-227-177-11	109 COLD SPRINGS CIR	CHURCH, IAN M & CORRIE M	5,000.00
30006-227-152-44	154 WESTWOOD DR	CLARK, MICHAEL R	5,000.00
30006-227-177-07	115 COLD SPRINGS CIR	CUTHBERT, BENJAMIN A & RACHEL	5,000.00
30006-227-152-04	174 WESTWOOD DR	DE LEON, JASON L & ERIN L	5,000.00
30006-227-151-16	159 WESTWOOD DR	DENSMORE, CATHY M IRA #711710	5,000.00
30006-227-178-24	31 HIGHLAND AVE	DIGRANDE, JOSEPH ANTHONY	5,000.00
30006-227-153-02	304 SCENIC DR	DUMAW, MARY SUZANNE LIVING TR	5,000.00
30006-227-176-05	111 WESTWOOD ST	DURSI, JUDITH ANNE FAMILY TRU	5,000.00
30006-227-153-10	3 SUMAC DR	ECKHARDT, JAMES & SARAH LVG T	5,000.00
30006-227-151-37	4 AZALEA CT	FALL, LARRY & BEVERLY	5,000.00
30006-227-152-13	152 WESTWOOD DR	FOWLER, KRISTA	5,000.00
30006-227-178-13	28 GLENDALE AVE	GARDON, PATRICIA M	5,000.00
30006-227-151-44	4 PICARDY PL	GEHRKE, JASON MATTHEW & ERIKA	5,000.00
30006-227-151-21	3 AZALEA CT	GRAY, WILLIAM & MEGAN	5,000.00
30006-227-153-09	302 SCENIC DR	GREENSTONE, JULIUS & MADELINE	5,000.00
30006-227-178-12	30 GLENDALE AVE	H&H MICHIGAN HOMES LLC	5,000.00
30006-227-154-05	203 W BACON ST	HAMMOND, ARTHUR L & LEOLA M	5,000.00
30006-227-151-38	9 CORONA CIR	HASKE, HUBERT & DIANE F	2,500.00
30006-227-176-06	101 WESTWOOD ST	HILLSDALE, CITY OF	5,000.00
30006-227-153-08	211 W BACON ST	HINGA, MATTHEW & CARRIE	5,000.00
30006-227-178-17	18 GLENDALE AVE	J&M MONROE PROPERTIES LLC	5,000.00
30006-227-152-37	162 WESTWOOD DR	STUMP, KURT & KENDRA	5,000.00
30006-227-151-13	12 PICARDY PL	KASPRZAK, VINCENT D	5,000.00
30006-227-151-24	151 WESTWOOD DR	KURTZ, GREGORY & KATHY	5,000.00
30006-227-179-06	17 GLENDALE AVE	LEVACK, JOSEPH H & CHRISTINE	5,000.00
30006-227-178-10	38 GLENDALE AVE	LEWKE, WALTER GEORGE II	5,000.00
30006-227-176-02	115 WESTWOOD ST	LIFEWAYS	5,000.00
30006-227-177-26	20 HIGHLAND AVE	LINDLEY, DWIGHT III & EMILY	5,000.00
30006-227-152-26	303 SCENIC DR	LUDWIG, KONRAD R	5,000.00
30006-227-177-24	24 HIGHLAND AVE	MAIER, MARK & CHRISTINE HANSO	5,000.00
30006-227-152-15	148 WESTWOOD DR	MALONE, TYRONE & TYUS, EVA	5,000.00
30006-227-178-22	32 GLENDALE AVE	MANOR, PAMELA J	5,000.00
30006-227-152-05	172 WESTWOOD DR	MARSHALL, KELSEY	5,000.00
30006-227-154-07	25 SUMAC DR	MERRITT, PETER KENNETH & CYNT	5,000.00
30006-227-152-14	150 WESTWOOD DR	MILLER, MATTHEW D	5,000.00
30006-227-152-06	168 WESTWOOD DR	MORE, KIMBERLY ANN	5,000.00
30006-227-152-09	160 WESTWOOD DR	MUELLER, DOUGLAS P	5,000.00
30006-227-178-05	27 HIGHLAND AVE	ORTIZ, ZENON & ANDREA	5,000.00
30006-227-178-18	16 GLENDALE AVE	PONGRACIC, IVAN JR	5,000.00
30006-227-151-18	155 WESTWOOD DR	POTTER, REBECCA J	5,000.00
30006-227-178-14	26 GLENDALE AVE	PRUITT, HEIDI L	5,000.00
30006-227-178-11	36 GLENDALE AVE	REGAN, BRIANNA K	5,000.00
30006-227-151-43	171 WESTWOOD DR	RICKETTS, MARTIN W	5,000.00
30006-227-178-15	22 GLENDALE AVE	ROSE, JOY LYNN	5,000.00
30006-227-179-11	31 GLENDALE AVE	SCHIMAN, DAVID A & TRACY A	5,000.00
30006-227-253-01	100 WESTWOOD ST	SCHNEIDER, JEFFREY C II	5,000.00
30006-227-177-02	102 COLD SPRINGS CIR	SESSIONS, SCOTT M & LORRI	5,000.00
30006-227-179-01	41 GLENDALE AVE	SHULL, JOEL M & CHRISTINE C R	5,000.00
30006-227-177-17	28 HIGHLAND AVE	SMITH, TERRY & KELLY	5,000.00
30006-227-152-25	305 SCENIC DR	SORELL, STEPHANIE	5,000.00
30006-227-177-01	100 COLD SPRINGS CIR	STEWART, JEFFREY D & DEANN M	5,000.00
30006-227-152-28	36 SUMAC DR	STIVERSON, THOMAS F & MARSHA	5,000.00
30006-227-178-16	20 GLENDALE AVE	STREHLE, SHADRACH & REBECCA	5,000.00
30006-227-152-47	144 WESTWOOD DR	SWANSON, EDWARD & KATHLEEN	5,000.00
30006-227-151-30	7 CORONA CIR	SWICK, ROBERT S JR & DEBRA S	5,000.00

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
30006-227-152-34	166 WESTWOOD DR	LAWLESS, DUSTIN & ASHLEY	5,000.00
30006-227-151-22	2 AZALEA CT	THOMPSON, ROBERT C & DEBORAH	5,000.00
30006-227-151-41	157 WESTWOOD DR	TIPPNER, DONALD & PAMELA	5,000.00
30006-227-179-05	19 GLENDALE AVE	TROMBLEY, ELENA B	5,000.00
30006-227-179-14	33 GLENDALE AVE	VOORHEIS, TIMOTHY J & ELIZABE	5,000.00
30006-227-153-01	306 SCENIC DR	WALKER, DOUGLAS F SR & JEAN A	5,000.00
30006-227-178-01	40 GLENDALE AVE	WISELEY, SCOTT A & JOANNA J	5,000.00
30006-227-151-42	3 CORONA CIR	WOLFRAM FAMILY TRUST	5,000.00
30006-227-152-45	156 WESTWOOD DR	FOUST, JONATHAN & AUDREY	5,000.00
30006-227-178-19	12 GLENDALE AVE	ZEISER, WILLIAM G	5,000.00

NOTICE IS ALSO HEREBY GIVEN THAT THE COUNCIL AND ASSESSOR OF THE CITY OF HILLSDALE WILL MEET AT THE COUNCIL ROOM IN SAID CITY ON THE DATE AND TIME LISTED ABOVE TO REVIEW SAID ASSESSMENT, AT WHICH TIME AND PLACE OPPORTUNITY WILL BE GIVEN ALL PERSONS INTERESTED TO BE HEARD.

APPEARANCE AND PROTEST AT THIS HEARING IS REQUIRED TO APPEAL THE AMOUNT OF THE SPECIAL ASSESSMENT TO THE MICHIGAN TAX TRIBUNAL. APPEARANCE MAY BE MADE IN PERSON OR IN WRITING BY THE PROPERTY OWNER, THEIR REPRESENTATIVE, OR ANY OTHER PARTY IN INTEREST. WRITTEN APPEALS SHOULD BE ADDRESSED TO HILLSDALE CITY COUNCIL, C/O CITY CLERK, 97 N BROAD ST, HILLSDALE, MI 49242 AND MUST BE RECEIVED PRIOR TO ADJOURNMENT OF THE PUBLIC HEARING. BY CITY CHARTER, NOTICE MUST BE GIVEN TO COUNCIL IN WRITING OF AN INTENTION TO CONTEST OR ENJOIN THE COLLECTION OF THE SPECIAL ASSESSMENT WITHIN 30 DAYS AFTER CONFIRMATION, WHICH NOTICE SHALL STATE THE GROUNDS ON WHICH THE PROCEEDINGS ARE TO BE CONTESTED.

QUESTIONS MAY BE DIRECTED TO THE HILLSDALE CITY ASSESSOR BY CALLING (517)437-6456 OR BY EMAIL TO ASSESSOR@CITYOFHILLSDALE.ORG.

Amortization Table

Special Assessment: 22-07 WESTWOOD AREA. Year Started: 2024

Info for SAMPLE PARCEL, Declining Balance Method

Current Principal: 5,000.00, APR Interest: 6.0000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2024	500.00	0.00	500.00	4,500.00
2025	770.00	270.00	500.00	4,000.00
2026	740.00	240.00	500.00	3,500.00
2027	710.00	210.00	500.00	3,000.00
2028	680.00	180.00	500.00	2,500.00
2029	650.00	150.00	500.00	2,000.00
2030	620.00	120.00	500.00	1,500.00
2031	590.00	90.00	500.00	1,000.00
2032	560.00	60.00	500.00	500.00
2033	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 22-07 (WESTWOOD AREA).  
 \*\* IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-151-12 ARNOLD, ZACHERY K & SHANNA R 8 PICARDY PL HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 41 EXC A PCL DESCR AS COM AT THE SE COR OF LOT 41 RUNG TH W 60 FT TH N AT R/A TO THE E'LY LN OF SD LOT 41 TH IN A SE'LY DIRECTION ALG THE E'LY LN OF SD LOT 41 POB PART LOT 41 & 42 SPRING HILL ADDN SECOND WARD. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-13 KASPRZAK, VINCENT D 2440 MELVIN RD PINCKNEY MI 48169	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 39 & 40 0.4A+/- SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) 10/24/2006 COMBINED FROM 006-227-151-13, 006-227-151-14;						
22-07 WESTWOOD AREA	30006-227-151-15 CHERAMIE, LAURIE 161 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W 2 LOT 38, & 2 FT OFF N SD LOT 37, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-16 DENSMORE, CATHY M IRA #711710 P O BOX 221 HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 37, EXC 2 FT OFF N SIDE THERE- OF. SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-18 POTTER, REBECCA J 2023 N MAGNOLIA AVE CHICAGO IL 60614	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 35, & W 86.2 FT OF PCL DESC AS COM AT SW COR OF LOT 33, TH N 51 FT, TH SE'LY TO PT 29 FT DUE N OF SE COR LOT 33, TH S 29 FT, TH W TO POB. ALSO, A PT OF LOT 36 DESC AS BEG AT SW CR SD LOT 36, TH N 45DEG 2SEC E ALG TH SLY LN OF LOT 36 100 FT TO SE CR OF SD LOT, THE N ALG E LN OF SD LOT 22.58 FT, TH S 37 DEG 9MIN 4SEC W 117.05 FT TO POB, SPRING HILL. SPLIT 1/06/1993 FROM PARCEL 006-227-151-17, COMBINED PARCELS 006-227-151-40, 006-227-151-18 (RETAINED); AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-19 BLACKHAM, BRADLEY W 5 AZALEA CT HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 34, ALSO E 90 FT OF PCL DESC AS COM AT SW COR OF LOT 33, TH N 51 FT, TH SE'LY TO PT 29 FT DUE N OF SE COR LOT 33, TH S 29 FT, TH W TO POB. SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-21 GRAY, WILLIAM & MEGAN 3 AZALEA CT HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 31, SPRING HILL. AS OF 12/31/2018 - WARD 3						

Roll for Year 2024  
Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-151-22 THOMPSON, ROBERT C & DEBORAH S 2 AZALEA CT HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 29 & 30, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-24 KURTZ, GREGORY & KATHY 151 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 28, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-25 BAYS, BRITTANY T 149 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 27, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-26 BUI, HIEN & THANH TRAN 147 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 26, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-29 BENZING, LANCE E SR 5 CORONA CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 23	0.3A M/L	SPRING HILL	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)		
22-07 WESTWOOD AREA	30006-227-151-30 SWICK, ROBERT S JR & DEBRA S 7 CORONA CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 22, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-37 FALL, LARRY & BEVERLY 4 AZALEA CT HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 32 ALSO LOT 33 EXC BEG SW COR SD LOT 33 TH N 51 FT TH SELY TO PT 29 FT N OF SE COR SD LOT TH S 29 FT TO SD SE COR TH W 176.2 FT TO POB 0.58A+/- SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) AS OF 12/31/2018 - WARD 3						

Roll for Year 2024

Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-151-38 HASKE, HUBERT & DIANE F 3601 S HILLSDALE RD HILLSDALE MI 49242	250.00 0.00	0.00		250.00	2,500.00 0.00
LOTS 20 & 21 0.4A+/- SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-41 TIPPNER, DONALD & PAMELA 157 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 36 EXC BEG SW COR SD LOT 36 TH N45°00'02"E ALG SLY LN SD LOT 100.00 FT TO SE COR SD LOT TH N00°03'33"W ALG E LN SD LOT 22.58 FT TH S37°09'04"W 117.05 FT TO POB 0.25A+/- SPRING HILL SUB SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT 1/06/1993 FROM PARCEL 006-227-151-17; AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-151-42 WOLFRAM FAMILY TRUST 3 CORONA CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 24 AND 25 0.69A M/L SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 04/08/2022 FROM 006-227-151-28, 006-227-151-27;						
22-07 WESTWOOD AREA	30006-227-151-43 RICKETTS, MARTIN W 171 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 46-47 0.33A M/L SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 10/11/2022 FROM 006-227-151-01, 006-227-151-07;						
22-07 WESTWOOD AREA	30006-227-151-44 GEHRKE, JASON MATTHEW & ERIKA 4 PICARDY PL HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 42-43 ALSO BEG SE COR LOT 41 TH W 60 FT TH N AT R/A TO E LN SD LOT 41 TH SELY ALG E LN SD LOT 41 TO POB 0.70A M/L SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 10/12/2022 FROM 006-227-151-11, 006-227-151-10;						
22-07 WESTWOOD AREA	30006-227-152-04 DE LEON, JASON L & ERIN L 174 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
W2 LOT 1 SPRING HILL SEC 27 T6S R3W AS OF 12/31/2018 - WARD 3						

Special Assessment Roll for CITY OF HILLSDALE  
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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-152-05 MARSHALL, KELSEY 172 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 2 0.18A+/- SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-06 MORE, KIMBERLY ANN 168 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 3 SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-09 MUELLER, DOUGLAS P 160 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 6 & LOT 7 EXC PCL COM AT SW COR OF SD LOT 7 TH N 40 FT, TH E ON A LN PAR TO THE S LN OF SD LOT 7 TO THE E LN OF SD LOT, TH S ALG THE E LN OF SD LOT TO THE SE COR OF SD LOT, TH W ALG THE S LN OF SD LOT TO THE POB. SPRING HILL ADDN. SECOND WARD AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-13 FOWLER, KRISTA 152 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 E 20 FT LOT 11 & W 70 FT LOT 12 SPRING HILL SECOND WARD. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-14 MILLER, MATTHEW D 150 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 13, & E 6 FT OF LOT 12, SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-15 MALONE, TYRONE & TYUS, EVA 148 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 14, AND W 19 FT LOT 15 SPRING HILL. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-25 SORRELL, STEPHANIE 305 SCENIC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 8, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD. AS OF 12/31/2018 - WARD 3						



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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-152-26 LUDWIG, KONRAD R 4016 VEGAS DR LAS VEGAS NV 89108-1939	500.00 0.00	0.00		500.00	5,000.00 0.00
W2 LOT 7, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD.		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-152-27 CALBETZER, LINDA L LVG TRUST 301 SCENIC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 6, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD.		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-152-28 STIVERSON, THOMAS F & MARSHA R 36 SUMAC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 5, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD.		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-152-34 LAWLESS, DUSTIN & ASHLEY 166 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 LOT 4, SPRING HILL SUBD & COM ON W LN SEC 27, 893.77 FT N OF W 1/4 COR SD SEC TH 89 DEG 45'17" E A DIST OF 132 FT TO POB. TH N 14 DEG 27'17" W, 110.88 FT TH N 54 DEG 37'13" E A DIST OF 291.92 FTTH S 00 DEG 22'29" E 101.21 FT TH S 89 DEG 37'31" W 25 FT TH S 46 DEG 44'29"W 255.39 FT TO POB UNPLATTED SECOND WARD		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-152-37 STUMP, KURT & KENDRA 162 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 5 SPRING HILL ADDN ALSO COM ON W LN 627.23 FT N OF W¼ COR SEC 27 TH N ALG SD LN 266.54 FT TH N89°45'17"E 132 FT TH N45°44'29"E 255.39 FT TH N89°37'31"E 25 FT TH S00°22'29"E 200.11 FT TH S89°37'31"W 50 FT TH S50°28'50"W 380.06 FT TO POB 1.7A+/- SPRING HILL ADDN & UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED 2011 FROM SECOND WARD)		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-152-44 CLARK, MICHAEL R 154 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 COM 23.8 FT E OF SW COR OF LOT 10, TH E 168.2 FT, TH N 101 FT, TH NW'LY ALG S LN WESTWOOD DR 116 FT, TH SW'LY TO POB. PRT LOTS 10, 11 SPRING HILL ADDN. ALSO COM ON THE SW COR OF SD ADDN TH E 135.5 FT TO THE POB. TH S 200 FT, TH E 171.5 FT, TH N 200 FT, TH W 171.5 FT TO THE POB. UNPLATTED SECOND WARD		AS OF 12/31/2018 - WARD 3				

Roll for Year 2024

Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-152-45 FOUST, JONATHAN & AUDREY 156 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 LOT 9, ALSO THAT PORTION OF LOT 10 DESCRIBED AS COM AT THE NW COR OF SD LOT 10, TH IN A SE'LY DIRECTION ALG THE FRONT LOT LN A DISTANCE OF 23.8 FT, TH SW'LY ON A LN PAR TO THE W LN OF LOT 10 TO THE S LN OF SD LOT 10, TH W ALG THE S LN OF LOT 10 TO THE W LN OF SD LOT, TH NE'LY ALG THE W LOT LN OF SD LOT10 TO THE POB. ALSO COM ON THE SW COR OF SD ADDN TH E 135.5 FT, TH S 200 FT, TH W 135.5 FT, TH N 200 FT TO POB. SPRING HILL ADDN SECOND WARD AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-46 BALSER, TROY & SHEILA 158 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 LOT 8 OF THE SPRING HILL ADDN AND ALSO THAT PART OF LOT 7 DESC AS COM AT THE SW COR OF SD LOT TH N 40 FT TH E 100 FT TH S ALG THE E LN OF SD LOT 41.82 FT TH W 106.5 FT TO POB. ALSO A PCL OF UNPLATTED LD COM AT A PT ON TH W LN OF SEC 27, POB BEING 627.23 FT N OF THE W 1/4 COR OF SD SEC 27 TH N 50 DEG 28'50" E 380.06 FT, TH S 89 DEG 37'31", E 50 FT TH S 00 DEG22'29" E 449.39 FT TH S 89 DEG59'40" W 345.21 FT TH N ALG TH W LN OF SD SEC 207.27 FT TO POB SECOND WARD AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-152-47 SWANSON, EDWARD & KATHLEEN 144 WESTWOOD DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
E 57 FT LOT 15 AND ALL LOTS 16-18 0.66A M/L SPRING HILL SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 10/03/2022 FROM 006-227-152-33, 006-227-152-35;						
22-07 WESTWOOD AREA	30006-227-153-01 WALKER, DOUGLAS F SR & JEAN A 306 SCENIC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 9, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-153-02 DUMAW, MARY SUZANNE LIVING TRUST 304 AMBERMORE PL CARY NC 27519	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOT 10, SUPER'S PLAT OF SCENIC HEIGHTS, SEC 27,T6S R3W SECOND WARD. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-153-08 HINGA, MATTHEW & CARRIE 211 W BACON ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 14 0.42A+/- SUPERS PLAT SCENIC HTS SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-153-09 GREENSTONE, JULIUS & MADELINE TRUST 302 SCENIC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 L.424-387 LOT 11 SUPERVISOR'S PLAT OF SCENIC HEIGHTS, EXCEPT S 10 FT THEREOF SECOND WARD AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-153-10 ECKHARDT, JAMES & SARAH LVG TRUST 3 SUMAC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 L.468-576 LOTS 12, 13, N 40 FT OF LOT 15, & S 10 FT OF LOT 11 SUPERVISOR'S PLAT OF SCENIC HEIGHTS SECOND WARD AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-154-05 HAMMOND, ARTHUR L & LEOLA M 203 W BACON ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 1 0.59A+/- SUPERVISORS PLAT SCENIC HTS SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-154-07 MERRITT, PETER KENNETH & CYNTHIA A 25 SUMAC DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 19 SPRING HILL ADDN ALSO LOTS 2-4 SUPERVISORS PLAT SCENIC HTS ALSO LOTS 7-8 COLD SPRING WOODS 1.57A M/L SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-176-02 LIFEWAYS 1200 N WEST AVE JACKSON MI 49202	500.00 0.00	0.00		500.00	5,000.00 0.00
S 200 FT OF PCL COM NW COR SE¼ NW¼ TH E 500 FT FOR POB TH E 138 FT TH S 537 FT TH W 138 FT TH N 537 FT TO POB 0.63A+/- UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-176-04 BERTRAM, SCOT & ROBIN 113 WESTWOOD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 COM 638 FT E AND 537 FT S OF NW COR OF SE 1/4 NW 1/4 SEC 27, TH E 158.75 FT, TH N 285.95 FT TH W 158.75 FT, TH S 285.95 FT TO THE POB. BEING PRT E 1/2 NW 1/4 SEC 27 T6S R3W UNPLATTED SECOND WARD AS OF 12/31/2018 - WARD 3						

Roll for Year 2024

Population: Special Assessment District (22-07)  
Special Population All Active Parcels

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22-07 WESTWOOD AREA	30006-227-176-05 DURSI, JUDITH ANNE FAMILY TRUST 3291 WALKENRIDGE DR CORONA CA 92881	500.00 0.00	0.00		500.00	5,000.00 0.00
COM NW COR LOT 3 GLENDALE ADDN (REC L2 P31) TH N 57.75 FT TO N LN WESTWOOD ST FOR POB TH CONT N ALG W LN COLD SPRINGS PARK 286 FT TO S LN OLD WAGON WORKS LOT TH W PAR W/ WESTWOOD ST 130 FT TH S 286 FT TO SD N LN WESTWOOD ST TH E ALG SD N LN 130 FT TO POB 0.85A+/- UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-176-06 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM NW COR LOT 3 GLENDALE ADDN TH N 57.75 FT TO N LN WESTWOOD ST FOR POB TH TH N 284 FT M/L TO PT 247.5 FT S OF N LN SE¼ NW¼ SEC 27 TH E 288 FT M/L TO W LN NYCRR R/W TH S ALG SD R/W TO N LN WESTWOOD ST TH W 288 FT M/L TO POB 1.88A M/L UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-177-01 STEWART, JEFFREY D & DEANN M 100 COLD SPRINGS CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 10	0.52A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD			
22-07 WESTWOOD AREA	30006-227-177-02 SESSIONS, SCOTT M & LORRI 102 COLD SPRINGS CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 9	0.38A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD			
22-07 WESTWOOD AREA	30006-227-177-05 BAKER, GRANT G 195 W BACON ST HILLSDALE MI 49242	250.00 0.00	0.00		250.00	2,500.00 0.00
LOT 6	0.36A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD			
22-07 WESTWOOD AREA	30006-227-177-07 CUTHBERT, BENJAMIN A & RACHEL J 115 COLD SPRINGS CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 1 EXC E 18.5 FT FROM SECOND WARD)	0.32A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED			
22-07 WESTWOOD AREA	30006-227-177-08 CASPAR, TIMOTHY W & KATY M 111 COLD SPRINGS CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 2	0.36A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (22-07)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-177-09 CHURCH, IAN M & CORRIE M 109 COLD SPRINGS CIR HILLSDALE MI 49242	250.00 0.00	0.00		250.00	2,500.00 0.00
LOT 3 WARD)	0.34A+/- COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND			
22-07 WESTWOOD AREA	30006-227-177-10 CHURCH, I&C/LINDLEY, D&E/MAIER, M&C 109 COLD SPRINGS CIR HILLSDALE MI 49242	250.00 0.00	0.00		250.00	2,500.00 0.00
LOT 4 WARD)	0.36A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND			
22-07 WESTWOOD AREA	30006-227-177-11 CHURCH, IAN M & CORRIE M 109 COLD SPRINGS CIR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 5 WARD)	0.36A M/L COLD SPRING WOODS	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND			
22-07 WESTWOOD AREA	30006-227-177-16 CHEN, KEEN J & JOANNE R TRAN 32 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOTS 55 & 56 GLENDALE ADDITION SECOND WARD.		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-177-17 SMITH, TERRY & KELLY 28 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOTS 53 & 54 GLENDALE ADDITION SECOND WARD.		AS OF 12/31/2018 - WARD 3				
22-07 WESTWOOD AREA	30006-227-177-24 MAIER, MARK & CHRISTINE HANSON- 24 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-2 LOTS 51 & 52 AND THE N 24.75 FT OF LOT 50 GLENDALE ADDN SECOND WARD.		AS OF 12/31/2018 -				
22-07 WESTWOOD AREA	30006-227-177-26 LINDLEY, DWIGHT III & EMILY 20 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 48 AND 49 ALSO S½ LOT 50 0.38A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						

Roll for Year 2024

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Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-177-27 BONAITI, LORENZO & ANNA VINCENZI 36 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOTS 57 AND 58 GLENDALE ADDN ALSO E 18.5 FT LOT 1 COLD SPRING WOODS 0.35A M/L SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-178-01 WISELEY, SCOTT A & JOANNA J 40 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
N½ LOTS 29-32 0.3A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-178-05 ORTIZ, ZENON & ANDREA 27 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W2 LOTS 36 & 37 GLENDALE ADD SECOND WARD. AS OF 12/31/2018 - WARD 3						
22-07 WESTWOOD AREA	30006-227-178-10 LEWKE, WALTER GEORGE II P O BOX 642 HILLSDALE MI 49242-0642	500.00 0.00	0.00		500.00	5,000.00 0.00
S½ LOTS 29-30 0.15A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-178-11 REGAN, BRIANNA K 36 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 28 0.15A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-178-12 H&H MICHIGAN HOMES LLC 8531 MENTRA CIR ANCHORAGE AK 99518	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 26 0.15A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						
22-07 WESTWOOD AREA	30006-227-178-13 GARDON, PATRICIA M 58 E CHICAGO RD QUINCY MI 49082	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 25 0.15A+/- GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)						

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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
22-07 WESTWOOD AREA	30006-227-178-14 PRUITT, HEIDI L 26 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 24	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			
22-07 WESTWOOD AREA	30006-227-178-15 ROSE, JOY LYNN 22 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 23	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			
22-07 WESTWOOD AREA	30006-227-178-16 STREHLE, SHADRACH & REBECCA 20 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 22	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			
22-07 WESTWOOD AREA	30006-227-178-17 J&M MONROE PROPERTIES LLC 2547 N LAKE PLEASANT RD HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 21	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			
22-07 WESTWOOD AREA	30006-227-178-18 PONGRACIC, IVAN JR 16 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 20	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			
22-07 WESTWOOD AREA	30006-227-178-19 ZEISER, WILLIAM G 12 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
N½ LOT 18 (REDISTRICTED FROM SECOND WARD)	ALSO ALL LOT 19 0.23A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD			
22-07 WESTWOOD AREA	30006-227-178-20 BEILFUSS, DARLENE J 2 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 17 FROM SECOND WARD)	ALSO S½ LOT 18 0.24A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED			
22-07 WESTWOOD AREA	30006-227-178-22 MANOR, PAMELA J 4870 WELLMAN RD PARMA MI 49269	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 27	0.15A+/- GLENDALE ADDN	SEC 27 T6S R3W	THIRD WARD (REDISTRICTED FROM SECOND WARD)			

Roll for Year 2024

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22-07 WESTWOOD AREA	30006-227-178-23 CASCARELLI, DONALD F LIVING TRUST 15 HIGHLAND AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>LOTS 38-42 AND W½ LOTS 43-44 0.91A M/L GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 10/03/2022 FROM 006-227-178-07, 006-227-178-06, 006-227-178-08;</p>						
22-07 WESTWOOD AREA	30006-227-178-24 DIGRANDE, JOSEPH ANTHONY 1112 MYRTLE ST THE DALLES OR 97058	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>S½ LOTS 31-32 AND ALL LOTS 33-35 0.6A M/L GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD) SPLIT/COMBINED ON 10/26/2022 FROM 006-227-178-21, 006-227-178-02;</p>						
22-07 WESTWOOD AREA	30006-227-179-01 SHULL, JOEL M & CHRISTINE C REV TR 41 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>LOTS 1-3 ALSO BEG SE COR LOT 1 TH E 90 FT M/L TO WLY LN NYCRR TH N 99 FT TO S LN WESTWOOD ST TH W 90 FT M/L TO NE COR SD LOT 1 TH S TO POB 0.65A+/- GLENDALE ADDN AND UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
22-07 WESTWOOD AREA	30006-227-179-04 BARBER, DAWN 25 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>LOT 9 AND PRT E½ SE¼ NW¼ SEC 27 LYING ELY THEREOF EXC ALL THEREOF ELY OF LN COM SW COR LOT 4 TH S89°51¼'E 140.2 FT ALG S LN SD LOT FOR POB TH S4°34¼'E 134.6 FT TH SELY 114.8 FT CRV LT TANG BEAR S27°35¼'E TH S27°35¼'E 60 FT TH TO POE SD LN 0.2A M/L GLENDALE ADDN AND UNPLATTED SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
22-07 WESTWOOD AREA	30006-227-179-05 TROMBLEY, ELENA B 19 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>W 172 FT LOTS 10 AND 11 0.39A M/L GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
22-07 WESTWOOD AREA	30006-227-179-06 LEVACK, JOSEPH H & CHRISTINE A TRST 17 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>W 172 FT LOT 12 &amp; W 172 FT N½ LOT 13 ALSO COM NW COR LOT 13 TH S ALG E R/W LN GLENDALE AVE 24.75 FT FOR POB TH E 85.5 FT TH S 20 FT TH W 85.5 FT TH N 20 FT ALG SD E R/W LN TO POB 0.33A M/L PRT LOTS 12 AND 13 GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						




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22-07 WESTWOOD AREA	30006-227-179-11 SCHIMAN, DAVID A & TRACY A 31 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>PRT LOTS 6-8 LYING WLY OF LN COM SW COR LOT 4 TH S89°51¼'E 140.2 FT ALG S LN SD LOT FOR POB TH S4°34¼'E 134.6 FT TH SELY 114.8 FT ALG CURVE TO LEFT TANG BRNG S27°35¼'E TH S27°35¼'E 60 FT FOR POE 0.51A M/L GLENDALE ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
22-07 WESTWOOD AREA	30006-227-179-14 VOORHEIS, TIMOTHY J & ELIZABETH W 33 GLENDALE AVE HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>BEG NW COR LOT 4 TH S TO SW COR SD LOT TH S89°51¼'E 140.2 FT ALG S LN SD LOT TH S4°34¼'E 134.6 FT TH SELY 114.8 FT ALG CURVE TO LEFT TANG BRNG S27°35¼'E TH S27°35¼'E 60 FT M/L TO LN DESC AS 258.2 FT M/L N OF BACON ST TH S87°19¼'E 88 FT ALG SD LN TO PT ON WLY LN NYCRR R/W SD PT MEAS N00°11'23"E 258.2 FT FROM N LN BACON ST TH N0°29¼'W 351.5 FT TO NLY LN LOT 4 EXT TH W ALG SD N LOT LN TO POB ALSO ALL LOT 5 NOT INCL THEREIN 1.4A M/L ALL LOTS 4 &amp; 5 &amp; PT LOTS 6-10 GLENDALE ADDN AND UNPLATTED (COLD SPRING LAKES) SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
22-07 WESTWOOD AREA	30006-227-253-01 SCHNEIDER, JEFFREY C II 100 WESTWOOD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>LOT 29 AND VAC ALLEY W OF AND ADJ THERETO 0.3A M/L RIPPONS SECOND ADDN SEC 27 T6S R3W THIRD WARD (REDISTRICTED FROM SECOND WARD)</p>						
Total Parcels: 83		40,500.00 0.00	0.00		40,500.00	405,000.00 0.00

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 by us pursuant to Resolution No. 3516, of the Council of the City adopted on October 3, 2022, for the purpose of paying that part of the cost which the Council decided should be paid and borne by special assessment for the Westwood Area Street Project; that in making such assessment I have, as near as may be, and according to my best judgment, conformed in 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.

  
 \_\_\_\_\_  
 Kimberly Thomas, Hillsdale City Assessor

3/13/2024  
 \_\_\_\_\_  
 Date

**CITY OF HILLSDALE,  
HILLSDALE, MICHIGAN**

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION TO CONFIRM THE SPECIAL ASSESSMENT ROLL FOR THE  
WESTWOOD AREA SPECIAL ASSESSMENT DISTRICT (SAD #22-07)**

**Whereas**, the City Council of the City of Hillsdale created special assessment district 22-07, Westwood Area, by resolution (3516) at a meeting held on October 3, 2022; 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 resolution (3516) at a meeting held October 3, 2022; and

**Whereas**, Hillsdale Municipal Code Section 2-335 specifies, “In no case shall the whole amount to be levied by special assessment upon any lot or premises for any improvement exceed 25 percent of the value of such lot or land as valued and assessed for state and county taxation in the last preceding ward tax roll;” and

**Whereas**, the Policy on Special Assessment Districts for Street Projects presented February 15, 2021 further provides, “The assessment for parcels within the SAD will be assessed as follows: 50% of the “final” total eligible project costs divided equally amongst all parcels within the defined SAD, not to exceed \$5,000 for one parcel;” and

**Whereas**, the total cost of the Westwood Area project based on the approved bid as reported by the City Engineer is \$2,670,533; and

**Whereas**, the Assessor prepared and certified the special assessment roll based on the total eligible project costs pursuant to the specifications contained within resolution (3516), 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 April 15, 2024; and

**Whereas**, Council, having made a motion to approve the total amount to be defrayed as \$405,000, or 50% of the total cost with per parcel limitations as described above;

**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 22-07, Westwood Area, as presented and attached hereto.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

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

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

NOTICE OF PUBLIC HEARING  
CONFIRMATION OF FINAL SPECIAL ASSESSMENT  
7:00 P.M. MONDAY, APRIL 15, 2024 W ST JOE/GRISWOLD SPECIAL ASSESSMENT DISTRICT

TO THE PERSONS AGAINST WHOM THE ASSESSMENT APPEARS, AND TO ALL OTHER PERSONS INTERESTED, TAKE NOTICE: THAT THE ROLL OF THE SPECIAL ASSESSMENT HERETOFORE MADE BY THE ASSESSOR FOR THE PURPOSE OF DEFRAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PROJECT IDENTIFIED IS NOW ON FILE IN MY OFFICE FOR PUBLIC INSPECTION.

PARCEL NO.	PROPERTY ADDRESS	OWNERS NAME	\$ AMOUNT
30006-426-326-19	60 W ST JOE	ADAMS, DUSTIN C & KARLA L	5,000.00
30006-426-326-13	40 W ST JOE	BEACH, RODNEY S & BARBARA B	5,000.00
30006-426-326-16	50 W ST JOE ST	CLARK, IAN M & SARA	5,000.00
30006-435-202-01	163 GRISWOLD	COLLAR, BRYCE WELLS	5,000.00
30006-435-202-10	175 GRISWOLD	D&B OIL CO	5,000.00
30006-426-326-08	34 W ST JOE ST	DAVIS, CHRISTOPHER SCOTT & RA	5,000.00
30006-435-202-11	189 GRISWOLD ST	DRAPER, SCOTT L	4,700.00
30006-426-326-17	54 W ST JOE	GRIFFITHS, TERESA M	5,000.00
30006-426-377-13	100 W ST JOE ST	HILLSDALE CO AGRIC SOCIETY	3,000.00
30006-426-378-01	95 W ST JOE ST -175 OD	HILLSDALE, CITY OF	3,800.00
30006-426-501-03	170 E BACON ST	HILLSDALE, CITY OF	3,000.00
30006-426-501-04	9 BARNARD ST	HILLSDALE, CITY OF	1,500.00
30006-435-128-09	250 GRISWOLD ST	HILLSDALE, CITY OF	2,500.00
30006-435-251-01	149 WATERWORKS	HILLSDALE, CITY OF	5,000.00
30006-426-326-06	26 W ST JOE ST	HODGE, KENNITH A & JACQUELINE	5,000.00
30006-426-326-14	44 W ST JOE 3-UNIT	HODOS, DOYCE & ALLIE LYNCH-HO	5,000.00
30006-426-326-29	86 W ST JOE	HOFFMAN, KLARISSA	5,000.00
30006-426-326-33	78 W ST JOE	HUTCHINS, NANCY A	5,000.00
30006-426-377-14	150 W ST JOE ST D	I 1 PROPERTY MANAGEMENT LLC	2,100.00
30006-426-377-16	150 W ST JOE ST E	I 1 PROPERTY MANAGEMENT LLC	2,100.00
30006-426-379-01	170 E SOUTH	I 1 PROPERTY MANAGEMENT LLC	5,000.00
30006-426-326-07	30 W ST JOE ST	JOHNSON, SCOTT D & KATHY A	5,000.00
30006-426-377-17	98 W ST JOE ST	KIWANIS CHARITABLE TRUST OF M	1,300.00
30006-426-377-09	158 W ST JOE	MCGEE, TERRA L	5,000.00
30006-426-377-08	156 W ST JOE	MILLER, JAMES G ETAL	5,000.00
30006-426-326-20	66 W ST JOE 3-UNIT	MURRAY, GERALD L II	5,000.00
30006-426-377-11	174 W ST JOE	PHIPPS, PAMELA	5,000.00
30006-435-252-01	100 WATERWORKS	R & H PROPERTIES INC	5,000.00
30006-426-326-30	70 W ST JOE	ROAN, JAMES M	5,000.00
30006-435-128-11	206 GRISWOLD	ROWLSON, KENDEL W	5,000.00
30006-435-127-03	178 GRISWOLD ST	RUTLEDGE, DERRICK	2,100.00
30006-435-127-02	166 GRISWOLD	RUTLEDGE, DERRICK & CRISSI	5,000.00
30006-435-127-15	162 GRISWOLD & 164	SAGER, AMANDA	5,000.00
30006-426-326-03	14 W ST JOE ST	SALVATION ARMY	3,000.00
30006-426-377-10	172 W ST JOE	SAXTON, SAMUEL L & GRACE I ES	5,000.00
30006-426-326-34	18 W ST JOE	SCHOOLEY, MARGARET JULIANA	5,000.00
30006-426-377-07	154 W ST JOE	SMOKER, TIMOTHY S	5,000.00
30006-426-326-15	48 W ST JOE	STATEN, CHRISTOPHER A & MICHE	5,000.00
30006-435-202-04	199 GRISWOLD	STRAUSS, CHARLES R	5,000.00
30006-435-202-05	203 GRISWOLD	STRAUSS, CHARLES R	5,000.00
30006-426-326-28	82 W ST JOE DUPLEX	TAIPALUS PROPERTIES LLC	5,000.00
30006-435-202-13	181 GRISWOLD ST	WATKINS OIL CO INC	5,000.00
30006-435-202-12	167 GRISWOLD	WATKINS, DAN	5,000.00
30006-426-326-18	56 W ST JOE	YAP, ZACHARY & JACQUELINE	5,000.00

NOTICE IS ALSO HEREBY GIVEN THAT THE COUNCIL AND ASSESSOR OF THE CITY OF HILLSDALE WILL MEET AT THE COUNCIL ROOM IN SAID CITY ON THE DATE AND TIME LISTED ABOVE TO REVIEW SAID ASSESSMENT, AT WHICH TIME AND PLACE OPPORTUNITY WILL BE GIVEN ALL PERSONS INTERESTED TO BE HEARD.

APPEARANCE AND PROTEST AT THIS HEARING IS REQUIRED TO APPEAL THE AMOUNT OF THE SPECIAL ASSESSMENT TO THE MICHIGAN TAX TRIBUNAL. APPEARANCE MAY BE MADE IN PERSON OR IN WRITING BY THE PROPERTY OWNER, THEIR REPRESENTATIVE, OR ANY OTHER PARTY IN INTEREST. WRITTEN APPEALS SHOULD BE ADDRESSED TO HILLSDALE CITY COUNCIL, C/O CITY CLERK, 97 N BROAD ST, HILLSDALE, MI 49242 AND MUST BE RECEIVED PRIOR TO ADJOURNMENT OF THE PUBLIC HEARING. BY CITY CHARTER, NOTICE MUST BE GIVEN TO COUNCIL IN WRITING OF AN INTENTION TO CONTEST OR ENJOIN THE COLLECTION OF THE SPECIAL ASSESSMENT WITHIN 30 DAYS AFTER CONFIRMATION, WHICH NOTICE SHALL STATE THE GROUNDS ON WHICH THE PROCEEDINGS ARE TO BE CONTESTED.

QUESTIONS MAY BE DIRECTED TO THE HILLSDALE CITY ASSESSOR BY CALLING (517)437-6456 OR BY EMAIL TO ASSESSOR@CITYOFHILLSDALE.ORG.

03/08/2024

04:31 PM

Amortization Table

Special Assessment: 2024-8 ST JOE & GRISWOLD. Year Started: 2024

Info for SAMPLE PARCEL, Declining Balance Method

Current Principal: 5,000.00, APR Interest: 6.0000000

Period	Payment	Toward Interest	Toward Principal	Outstanding
2024	500.00	0.00	500.00	4,500.00
2025	770.00	270.00	500.00	4,000.00
2026	740.00	240.00	500.00	3,500.00
2027	710.00	210.00	500.00	3,000.00
2028	680.00	180.00	500.00	2,500.00
2029	650.00	150.00	500.00	2,000.00
2030	620.00	120.00	500.00	1,500.00
2031	590.00	90.00	500.00	1,000.00
2032	560.00	60.00	500.00	500.00
2033	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 2024-8 (ST JOE & GRISWOLD).  
\*\* IT DOES NOT TAKE INTO CONSIDERATION PAYOFFS OR ADVANCE PAYMENTS

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-426-326-03 SALVATION ARMY 5550 PRARIE STONE PKY STE 130 SCHAUMBURG IL 60192-3715	300.00 0.00	0.00		300.00	3,000.00 0.00
. W4 THE S 49.5 FT OF LOT 117 AND THE N 33 FT OF LOT 118 SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-06 HODGE, KENNITH A & JACQUELINE ETAL 29 WILLOW ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 S 33 FT OF LOT 119 AND N 33 FT OF LOT 120 SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-07 JOHNSON, SCOTT D & KATHY A 30 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 S 66 FT OF LOT 120 SOUTH ADD FOURTH WARD. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-08 DAVIS, CHRISTOPHER SCOTT & RACHEL M 34 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-4 LOT 121, ALSO THAT PART OF THE N PART OF LOT "A" BOUNDED N & S BY N & S LNS OF LOT 121 & EXTENDED W'LY TO THE E BANK OF THE ST JOSEPH RIVER THE SAME BEING 99 FT WIDE. PART LOT 121 & "A" OF SOUTH ADDN FOURTH WARD LN SD LOT. SO. ADDN FOURTH WARD. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-13 BEACH, RODNEY S & BARBARA B 150 BUDLONG ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
N½ LOT 122 AND PRT LOT A ADJ THERETO EXT W TO ST JOSEPH RIVER W/ AND SUBJ TO ESMT B/W N½ AND S½ LOT 122 0.36A M/L SOUTH ADDN SEC 26 T6S R3W FOURTH WARD						
2024-8 ST JOE & GRISWOLD	30006-426-326-14 HODOS, DOYCE & ALLIE LYNCH-HODOS 3115 S JEROME RD PITTSFORD MI 49271	500.00 0.00	0.00		500.00	5,000.00 0.00
S½ LOT 122 AND PRT LOT A ADJ THERETO EXT W TO ST JOSEPH RIVER W/ AND SUBJ TO ESMT B/W N½ AND S½ LOT 122 0.36A M/L SOUTH ADDN SEC 26 T6S R3W FOURTH WARD						
2024-8 ST JOE & GRISWOLD	30006-426-326-15 STATEN, CHRISTOPHER A & MICHELLE L 48 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM AT NE COR LOT 123, RUNG TH SE'LY ALGST JOSEPH ST 55.83 FT TH SW'LY AT AN INTERIOR ANGLE AT 87 DEG 45", 324.38 FT TO BANK OF ST JOSEPH RIVER, TH NW'LY AT AN INTERIOR ANGLE AT 79 DEG 20" ALG RIVER 42 FT, TH NE'LY AT RIGHT ANGLES TO ST JOSEPH ST 321.05 FT TO POB. PART LOT 123 & LOT "A" SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						

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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-426-326-16 CLARK, IAN M & SARA 50 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 L.395 5 S 43.17 FT OF LOTS 123 ALSO THAT PRT OF LOT "A" DESC AS: COM AT A PT IN W LN LOT 123, 43.17 FT N OF S LN SD LOT TH W'LY PAR WITH S LN SD LOT, 140 FT MOL TO ST JO RIVER TH S ALG SD RIVER TO A PTOPOSITE & W'LY FROM SW COR LOT 123 TH E 140 FT MOL TO SW COR SD LOT 123 TH N 43.17 FT TO POB. PRT LOTS 123 & "A". SOUTH ADD WARD FOUR. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-17 GRIFFITHS, TERESA M 54 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 THE N 49.5 FT OF LOT 124, ALSO A PCL OF EQUAL WIDTH LYING W OF SD LOT AND BETWEEN SD LOT AND THE ST JOSEPH RIVER, PART LOT A SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-18 YAP, ZACHARY & JACQUELINE 56 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 THE S 49.5 FT OF LOT 124 AND THAT PART OF LOT 'A' BOUNDED N & S BY S 1/2 OF LOT 124 EXTENDED AND LYING E OF ST JOE RIVER, PRT LOT 124 & LOT 'A' SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-19 ADAMS, DUSTIN C & KARLA L 60 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
LOT 125 ALSO ALL THAT PRT OUTLOT A LYING BETWEEN SD LOT 125 & ST JOSEPH RIVER 0.7A+/- BLK 28 SOUTH ADDN SEC 26 T7S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-20 MURRAY, GERALD L II 2260 TRIPP RD OSSEO MI 49266	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM AT THE NE'LY COR OF LOT 126 & RUNG TH SE'LY ALG THE W'LY LN OF ST JOE ST 66 FT, TH W'LY PARL TO AND 66 FT S'LY FROM THE N'LY LN OF LOT 126 TO THE ST JOE RIVER, TH NW'LY 66 FT TO THE N'LY LN OFLOT 126 EXTENDED, TH NE'LY ALG THE N'LY LN OF LOT 126 TO THE POB. PART LOT 126 & LOT "A" SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-28 TAIPALUS PROPERTIES LLC 2441 STEAMBURG RD HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 PART OF LOT 128 COM 64 FT SE'LY FROM NE'LY COR LOT 128, TH SW'LY & PAR WITH N'LY LN OF SD LOT 127 FT TH SE'LY AT R/A 65 FT TH NE'LY & PAR WITH N'LY LOT LN 127 FT TH NW'LY ALG E'LY LOT LN 65 FT TO POB SOUTH ADD FOURTH WARD. AS OF 12/31/2018 - WARD 4						

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Roll for Year 2024  
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Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-426-326-29 HOFFMAN, KLARISSA 86 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM 129 FT SE'LY FROM NE COR LOT 128, SE'LY 74 FT,W'LY ALG N LN SOU- TH ST 110 FT, N 5DEG30' W 54.5 FT, E PARL WITH N LN LOT 128, 114 FT TO POB. (86 W ST JOE) SOUTH ADD. 4TH WARD BLK 28. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-30 ROAN, JAMES M 70 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-4 S'LY 33 FT OF LOT 126 & N 55 FT OF LOT 127; ALSO, A PCL OF LAND 88 FT WIDE IN REAR OF SAID DESCN EXTENDED TO RIVER, BEING PART OF LOT "A" IN SOUTH ADDN FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-326-33 HUTCHINS, NANCY A 78 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
N 64 FT LOT 128 ALSO S 44 FT LOT 127 EXT W TO ST JOSEPH RIVER 0.66A+/- BLK 28 SOUTH ADDN SEC 26 T6S R3W FOURTH WARD SPLIT/COMBINED ON 03/01/2019 FROM 006-426-326-27, 006-426-326-26;						
2024-8 ST JOE & GRISWOLD	30006-426-326-34 SCHOOLEY, MARGARET JULIANA 18 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
S 66 FT LOT 118 ALSO N 66 FT LOT 119 0.6A+/- BLK 28 SOUTH ADDN SEC 26 T6S R3W FOURTH WARD COMBINED ON 01/14/2020 FROM 006-426-326-04, 006-426-326-05;						
2024-8 ST JOE & GRISWOLD	30006-426-377-07 SMOKER, TIMOTHY S 154 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 L.417 14 COM AT A PT IN W LN OF ST. JOE ST 346.5 FT N'LY OF S1/4 POST SEC 26 TH N'LY ALG W LN SD ST 165 FT TH W AT R/A 125 FT MOLTO MILL POND TH S ALG MILL POND 165 FT MOL TH E AT R/A TO ST 190 FT MOL TO POB. UNPLATTED FOURTH WARD. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-377-08 MILLER, JAMES G ETAL 17325 MANITOU BEACH RD ADDISON MI 49220	500.00 0.00	0.00		500.00	5,000.00 0.00
BEG ON W LN ST JOSEPH ST 247.5 FT NLY FROM ¼ PST BET SECS 35 & 26 TH NWLY ALG W LN ST JOSEPH ST 99 FT WLY AT R/A TO SD ST TO MILL POND OF F M STOCK & SONS TH SELY ALG SD MILL POND 66 FT TH ELY TO POB 0.36A+/- UNPLATTED SEC 26 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						



Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

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2024-8 ST JOE & GRISWOLD	30006-426-377-09 MCGEE, TERRA L 158 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM AT 1/4 POST BET SEC 26 & 35, T 6 S, R 3 W, NW'LY ALONG ST JOE ST, 11 RD, NW'LY ALONG ST JOE ST 4 RD, W'LY TO MILL POND OF F W STOCK & SONS.S'LY 4 RD. E'LY TO P O B UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-377-10 SAXTON, SAMUEL L & GRACE I ESTATE 3700 MECHANIC RD HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM S¼ COR SEC 26 TH NWLY ALG W LN W ST JOE ST 115.5 FT FOR POB TH CONT NWLY ALG SD WLY LN 66 FT TH SWLY TO E LN MILL POND TH SLY ALG SD MILL POND 66 FT+/- TH NELY TO POB 0.4A+/- UNPLATTED SEC 26 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-377-11 PHIPPS, PAMELA 174 W ST JOE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 L.461 181 COM AT INT W LN ST. JOSEPH ST WITH S LN SEC 26 TH NW'LY ALG W LN SD ST 115.5 FT TH SW'LY TO A PT WHERE E'LY LN MILL PONDINT S LN SD SEC TH E TO POB. UNPLATTED FOURTH WARD. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-377-13 HILLSDALE CO AGRIC SOCIETY 115 S BROAD ST HILLSDALE MI 49242	300.00 0.00	0.00		300.00	3,000.00 0.00
COM S 1/4 COR SEC 26 TH N ALG N-S 1/4 LN 82.96 FT TO ELY LN ST JOE ST EXT TH ALG ELY LN ST JOE ST CRV BEAR RT 741.99 FT (RAD 2550 FT DELTA 16°40'18" CHORD BEAR N29°59'14"W 739.37 FT) TH S68°20'56"W 41.25 FT TO WLY LN ST JOE ST FOR POB TH ALG WLY LN ST JOE ST CRV LT 215.48 FT (RAD 2591.25 FT DELTA 4°45'53" CHORD BEAR S24°2'E 215.42 FT) TH S63°35'3"W 65.75 FT TH N66°5'W 47.24 FT TH N37°41'41"W 23.39 FT TH N23°25'7"W 171.99 FT TH N31°6'51"W 84.87 FT TH N5°13'2"W 48.13 FT TH N22°30'17"W 26 FT TH N68°20'56"E 102.14 FT TO WLY LN ST JOE ST TH S21°39'4"E ALG WLY LN ST JOE ST 163.3 FT TO POB 0.89A M/L UNPLATTED SEC 26 T6S R3W FOURTH WARD 2020 DESCRIPTION CORRECTED TO MATCH 1987 DEED;						
2024-8 ST JOE & GRISWOLD	30006-426-377-14 I 1 PROPERTY MANAGEMENT LLC 5211 NECKEL ST DEARBORN MI 48126	210.00 0.00	0.00		210.00	2,100.00 0.00
COM AT PT ON W LN W ST JOSEPH ST 31 RDS (511.5 FT) NWLY FR 1/4 POST BETWEEN SEC 35 & 26 TH NWLY ALG W LN SD ST 35 FT TH WLY AT R/A TO MILL POND TH SELY ALG SD MILL POND ABT 35 FT TH AT R/A TO POB ALSO DESC AS COM S¼ COR SEC 26 TH N ALG N-S ¼ LN 1278.32 FT TO SLY R/W LN SOUTH ST (66 FT WIDE) TH N89°55'34"W ALG SLY R/W LN SD SOUTH ST 546.19 FT TH S78°43'34"W ALG SLY R/W LN SD SOUTH ST 41.51 FT TO ELY R/W LN ST JOE ST (41.25 FT WIDE) TH S86°25'45"W 43.39 FT TO INT SLY R/W LN SD SOUTH ST W/ WLY R/W LN SD ST JOE ST TH S21°39'4"E ALG WLY R/W LN SD ST JOE ST 602.58 FT TH CONT ALG WLY R/W LN SD ST JOE ST CRV LT (RAD 2591.25 FT DELTA 05°40'01" TANG 128.25 FT CHORD 256.18 FT BEAR S24°29'05"E) 256.29 FT FOR POB TH CONT ALG WLY R/W LN SD ST JOE ST CRV LT (DELTA 00°46'26" RAD 2591.25 FT TANG 17.5 FT CHORD 35 FT BEAR S27°42'18"E) 35 FT TH S61°54'28"W 97.94 FT TO WATER'S EDGE OF MILL POND TH N5°44'11"W ALG SD WATER'S EDGE OF SD MILL POND 39.06 FT TH N62°40'54"E 83.33 FT TO POB 0.07A M/L UNPLATTED PRT E½ SW¼ SEC 26 T6S R3W FOURTH WARD						

Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-426-377-16 I 1 PROPERTY MANAGEMENT LLC 5211 NECKEL ST DEARBORN MI 48126	210.00 0.00	0.00		210.00	2,100.00 0.00
<p>COM S¼ COR SEC 26 TH N ALG N-S ¼ LN 1278.32 FT TO SLY R/W LN SOUTH ST (66 FT WIDE) TH N89°55'34"W ALG SLY R/W LN SD SOUTH ST 546.19 FT TH S78°43'34"W ALG SLY R/W LN SD SOUTH ST 41.51 FT TO ELY R/W LN ST JOE ST (41.25 FT WIDE) TH S86°25'45"W 43.39 FT TO INT SLY R/W LN SD SOUTH ST W/ WLY R/W LN SD ST JOE ST TH S21°39'4"E ALG WLY R/W LN SD ST JOE ST 602.58 FT TH CONT ALG WLY R/W LN SD ST JOE ST CRV LT (RAD 2591.25 FT DELTA 05°40'01" TANG 128.25 FT CHORD 256.18 FT BEAR S24°29'05"E) 256.29 FT FOR POB TH S62°40'54"W 83.33 FT TO WATER'S EDGE MILL POND TH N04°08'43"W ALG SD MILL POND 45.51 FT TH N63°35'3"E 65.75 FT TO SLY R/W LN SD ST JOE ST TH ALG SD ST CURVE LT (RAD 2591.25 FT DELTA 00°54'8" CHORD BEAR S26°52'2"E 40.81 FT TO POB 0.07A M/L UNPLATTED SEC 26 T6S R3W FOURTH WARD 2/19/2021 SPLIT OUT OF 006-426-377-13 (INCLUDED IN ERROR 1988-2020);</p>						
2024-8 ST JOE & GRISWOLD	30006-426-377-17 KIWANIS CHARITABLE TRUST OF MICH P O BOX 202 HILLSDALE MI 49242	130.00 0.00	0.00		130.00	1,300.00 0.00
<p>COM S¼ COR SEC 26 TH N ALG N-S ¼ LN 1278.32 FT TO SLY R/W LN SOUTH ST (66 FT WIDE) TH N89°55'34"W ALG SLY R/W LN SD SOUTH ST 546.19 FT TH S78°43'34"W ALG SLY R/W LN SD SOUTH ST 41.51 FT TO ELY R/W LN ST JOE ST (41.25 FT WIDE) TH S86°25'45"W 43.39 FT TO INT SLY R/W LN SD SOUTH ST W/ WLY R/W LN SD ST JOE ST FOR POB TH S21°39'04"E ALG WLY R/W LN SD ST JOE ST 439.28 FT TH S68°20'57"W 102.13 FT TO WATERS EDGE MILL POND TH N33°21'32"W ALG WATERS EDGE 141.65 FT TH S72°21'38"W ALG WATERS EDGE 240.11 FT TO WATERS EDGE ST JOSEPH RIVER TH N13°42'28"W ALG RIVER 348.57 FT TO SLY R/W LN SOUTH ST TH N79°08'37"E ALG SD R/W LN 328.04 FT TO POB 2.99A M/L UNPLATTED SEC 26 T6S R3W FOURTH WARD SPLIT/COMBINED ON 05/10/2022 FROM 006-426-377-03, 006-426-377-01, 006-426-377-02, 006-426-377-15;</p>						
2024-8 ST JOE & GRISWOLD	30006-426-378-01 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	380.00 0.00	0.00		380.00	3,800.00 0.00
<p>. W4 3 PCLS BET SOUTH &amp; GRISWOLD STS #1 COM 25 FT S OF SOUTH ST &amp; BEING 25 FT BY 225 FT E OF W ST JOE ST, #2 COM 300 FT S OF SOUTH ST &amp; BEING 20 FT BY 200 FT E OF W ST JOE ST #3- VARIOUS WIDTHS 800 FT LONG N OF GRISWOLD &amp; BARNARD ST INT ALONG W OF E R/W LINE, LEASED TO HILLS- DALE STEEL PROD CO (ESSEX WIRE) UNPLATTED FOURTH WARD. ALSO COM AT A PT ON S LN OF SOUTH ST 35.58 FT E OF IT INTER W/ LN OF ROW, TH W ON SD LN 35.58 FT TO W LN OF ROW TH SE'LY ALG SD ROW LN 589.11 FT, TH CONT ON SD LN ALG A CRV 688.04 FT TO TH W LN OF GRISWOLD ST, TH N 58.73 FT, TH NWLY ALG A CRV 631.75 FT , TH CONT NWLY 582.70 FT TO POB AS OF 12/31/2018 - WARD 4</p>						
2024-8 ST JOE & GRISWOLD	30006-426-379-01 I 1 PROPERTY MANAGEMENT LLC 5211 NECKEL ST DEARBORN MI 48126	500.00 0.00	0.00		500.00	5,000.00 0.00
<p>PRT S½ SW¼ SEC 26 E OF FRMR LS AND MS RR R/W BOUND N BY SOUTH ST E BY GRISWOLD ST (FKA GERMAN ST) AND SW BY SD FRMR RR R/W ALSO COM S¼ COR SEC 26 TH N ALG N-S¼ LN 1278.32 FT TO SLY R/W SOUTH ST TH N89°55'34"W ALG SD SLY R/W LN 514.78 FT FOR POB TH CONT N89°55'34"W ALG SD SLY R/W LN 31.41 FT TH S78°43'34"W ALG SD SLY R/W LN 5.93 FT TH S21°39'04"E 582.7 FT TH CRV LT (RAD 2515 FT DELTA 14°23'32" TAN 317.55 FT CH 630.09 FT CH BEAR S28°50'50"E) 633.75 FT TO WLY R/W LN GRISWOLD ST TH N ALG SD WLY R/W LN 60.3 FT TH CRV RT (RAD 2480 FT DELTA 13°15'57" TAN 288.39 FT CH 572.92 FT CH BEAR N28°17'02"W) 574.2 FT TH N21°39'04"W 570.01 FT TO POB 7.5A M/L UNPLATTED SEC 26 T6S R3W FOURTH WARD</p>						

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-426-501-03 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	300.00 0.00	0.00		300.00	3,000.00 0.00
. W4 ROW IN E 1/2 SW 1/4 SEC 26-6-3. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-426-501-04 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	150.00 0.00	0.00		150.00	1,500.00 0.00
. W4 ROW IN SW COR SE 1/4 SEC 26-6-3. AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-127-02 RUTLEDGE, DERRICK & CRISSI 166 GRISWOLD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM ON W SIDE OF GRISWOLD ST 120 FT S OF INT OF W LINE OF SD ST WITH N LINE OF SEC 35 TH W PARL WITH SEC LINE 9 RD TH S 8 RD E 9 RD TH N ON W LN OF SD ST 8 RDS TO POB. PART E 1/2 NW 1/4 SEC 35, T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-127-03 RUTLEDGE, DERRICK 166 GRISWOLD ST HILLSDALE MI 49242	210.00 0.00	0.00		210.00	2,100.00 0.00
PRT NE¼ NW¼ SEC 35 BEG W LN GRISWOLD ST 252 FT S OF N SEC LN TH W PAR WITH SD SEC LN 148.5 FT TH S 45 FT TH E PAR WITH SD SEC LN 148.5 FT TH N ON SD W LN GRISWOLD ST 45 FT TO POB 0.15A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-127-15 SAGER, AMANDA 164 GRISWOLD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W-4 COM AT INT W LN GRISWOLD ST WITH N LN SEC 35 TH S ALG W LN GRISWOLD ST 120 FT TH W 148.5 FT TH S 177 FT TH E 148.5 FT TH S 274.6 FT TH W 528 FT TO E LN OF MILL POND TH N ALG E LN OF MILL POND TO N LN OF SEC 35 TH E 371.25 FT TO POB. UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-128-09 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	250.00 0.00	0.00		250.00	2,500.00 0.00
W4 COM N¼ COR SEC 35 TH WLY 6 FT TO CENLN GRISWOLD ST TH S00°34'20"E 793.6 FT TO SE COR LOPRESTO SUB TH CONT S ALG SD CENLN 316.4 FT TO PL OF BEG TH CONT S ALG SD CENLN 683.6 FT TH W AT R/A 400 FT M/L TO ELY EDGE MILL POND TH NLY ALG SD ELY EDGE TO S LN LOPRESTO SUB TH N89°25'40"E 511 FT TO SW COR LOT 11 SD SUB TH S 40 FT TH S89°25'40"W PARL TO S LN SD SUB 13.58 FT TH S00°34'20"E PARL TO CENLN SD ST 276.4 FT TH E TO POB PART E½ NW¼ SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						

Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-435-128-11 ROWLSON, KENDEL W 206 GRISWOLD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
W-4 COM N¼ COR SEC 35 TH W 6 FT TO CENLN GRISWOLD ST TH S ALG SD CENLN 793.6 FT TO SE COR LOPRESTO SUB TH S 65 FT TO PL OF BEG CONT TH S 251.4 FT TH W 178.58 FT TH N 251.4 FT TH E 178.58 FT TO POB PART OF E½ NW¼ SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-01 COLLAR, BRYCE WELLS 163 GRISWOLD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
BEG ON N SEC LN 6.3 FT W OF ¼ SEC LN TH S 138 FT ALG CENLN GRISWOLD ST TH E 145.5 FT TO W ROW LN NYCRR TH N42°02'W 176.8 FT ON SD W ROW LN NYCRR TO N SEC LN TH W 16.5 FT ALG SD N SEC LN TO POB W 33 FT THEREOF DESIGNATED FOR GRISWOLD ST ROW 0.26A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-04 STRAUSS, CHARLES R 501 SUNSET DR CLINTON MI 49236	500.00 0.00	0.00		500.00	5,000.00 0.00
N 154.2 FT OF S 212.2 FT OF PCL DESC AS BEG AT A POINT 6 FT W AND 445.5 FT S OF N¼ CORNER SEC 35 TH E 237.6 FT TH S4°52'W 100.5 FT TH S21°31'W 309.3 FT TH N89°23'W 115.8 FT TO CEN LN GRISWOLD ST TH N ALG SD CENLN TO POB W 33 FT THEREOF DESIGNATED FOR GRISWOLD ST ROW 0.6A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-05 STRAUSS, CHARLES R 501 SUNSET DR CLINTON MI 49236	500.00 0.00	0.00		500.00	5,000.00 0.00
S 58 FT OF PCL DESC AS BEG AT A POINT 6 FT W AND 445.5 FT S OF N¼ CORNER SEC 35 TH E 237.6 FT TH S4°52'W 100.5 FT TH S21°31'W 309.3 FT TH N89°23'W 115.8 FT TO CEN LN GRISWOLD ST TH N ALG SD CENLN TO POB W 33 FT THEREOF DESIGNATED FOR GRISWOLD ST ROW 0.2A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-10 D&B OIL CO 120 W FAYETTE ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM AT N¼ POST TH W 6.3 FT TO CENLN GRISWOLD ST TH S 138 FT TH E 33 FT TO E LN GRISWOLD ST FOR POB TH E 140.88 FT TO NYCRR TH S22°02'20"E 122.92 FT TH S15°19'20"E 45.18 FT TH S6°54'20"E 50 FT TH S00°12'05"W 100.35 FT TH S4°52'W 8.03 FT TH W 203.92 FT TO E LN GRISWOLD ST TH N 315.5 FT TO POB EXC N 120 FT THEREOF 0.9A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						

Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels


Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
2024-8 ST JOE & GRISWOLD	30006-435-202-11 DRAPER, SCOTT L 2931 S SAND LAKE RD HILLSDALE MI 49242	470.00 0.00	0.00		470.00	4,700.00 0.00
S 116 FT OF N 174 FT OF PCL DESC AS BEG AT A POINT 6 FT W AND 445.5 FT S OF N¼ CORNER SEC 35 TH E 237.6 FT TH S4°52'W 100.5 FT TH S21°31'W 309.3 FT TH N89°23'W 115.8 FT TO CEN LN GRISWOLD ST TH N ALG SD CENLN TO POB W 33 FT THEREOF DESIGNATED FOR GRISWOLD ST ROW 0.6A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-12 WATKINS, DAN 46 CHARLES ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
TH N 120 FT OF: COM AT N¼ POST TH W 6.3 FT TO CENLN GRISWOLD ST TH S 138 FT TH E 33 FT TO E LN GRISWOLD ST FOR POB TH E 140.88 FT TO NYCRR TH S22°02'20"E 122.92 FT TH S15°19'20"E 45.18 FT TH S6°54'20"E 50 FT TH S00°12'05"W 100.35 FT TH S4°52'W 8.03 FT TH W 203.92 FT TO E LN GRISWOLD ST TH N 315.5 FT TO POB 0.45A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-202-13 WATKINS OIL CO INC P O BOX 195 HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM N¼ COR SEC 35 TH S89°49'36"W ALG N LN SD SEC 35 6.3 FT TO CENLN GRISWOLD ST TH S00°22'24"E ALG SD ST CENLN 258.33 FT TH N89°03'56"E 220.83 FT FOR POB TH N11°21'05"W 4.31 FT TH N22°23'04"W 124.38 FT TH N 32°09'53"W 26.08 FT TO WLY LN RR ROW TH S38°36'55"E ALG SD RR ROW 686.26 FT TH CONT ALG SD RR ROW LN SELY 751.47 FT ON ARC TO L R=2675 FT CEN ANG 16°05'45" & CHORD BEARING S46°39'47"E 749.01 FT TH S09°17'05"W 102.42 FT TH S50°17'05"W 189.5 FT TH N85°42'55"W 228 FT TH N86°28'15"W 219 FT TH N34°42'35"W 34.52 FT TH N19°01'55"W 828.2 FT TH N04°11'05"E 42.16 FT TH S89°37'36"W 202.29 FT TO ELY LN GRISWOLD ST TH N00°22'24"W ALG SD ELY LN 50 FT TH N89°37'36"E 206.27 FT TH N04°11'05"E 72.68 FT TH N11°21'05"W 127.21 FT TO POB 10.47A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD SPLIT/COMBINED ON 10/13/2017 FROM 006-435-202-07, 006-435-202-06; AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-251-01 HILLSDALE, CITY OF 97 N BROAD ST HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
. W4 COM AT N 1/4 COR SEC 35 TH S 89 DEG 58'20" W 6 FT TO CL GRISWOLD ST TH S ALG CL GRISWOLD ST 831.7 FT TO POB TH S 89 DEG 23' E 115.8 FT TH N 21 DEG 31' E 309.3 FT TH S 18 DEG 19' E 828.2 FT TH S 33 DEG 59'40" W 34.52 FT TH TO LEFT WITH AN INC ANG OF 60 DEG 15" 219 FT TH S 85 DEG E 228 FT TH TO RIGHT WITH AN INC ANG OF 136 DEG 189.5 FT TH TO LEFT WITH AN INC ANG 139 DEG 108 FT TO S LN NYCRR RW TH TO RIGHT ALG SD RW 640 FT TO W LN OF LAKEVIEW DR TH ALG W LN LAKEVIEW DR TO N LN WATERWORKS AVE TH ALG N LN WATERWORKS AVE TO CL GRISWOLD ST TH N ALG CL GRISWOLD ST TO POB PART OF NE 1/4 SEC 35 T6S R3W UNPLATTED FOURTH WARD AS OF 12/31/2018 - WARD 4						
2024-8 ST JOE & GRISWOLD	30006-435-252-01 R & H PROPERTIES INC 100 WATERWORKS DR HILLSDALE MI 49242	500.00 0.00	0.00		500.00	5,000.00 0.00
COM INT S LN WATERWORKS AVE WITH E LN GRISWOLD ST TH E ALG SD S LN WATERWORKS AVE 520 FT TH S AT R/A TO CEN ST JOSEPH RIVER MILL RACE TH WLY ALG SD CEN MILL RACE TO E LN GRISWOLD ST TH NLY ALG SD ST TO POB 5.7A+/- UNPLATTED SEC 35 T6S R3W FOURTH WARD AS OF 12/31/2018 - WARD 4						

Special Assessment Roll for CITY OF HILLSDALE  
Roll for Year 2024  
Population: Special Assessment District (2024-8)  
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int
Total Parcels: 44		19,410.00 0.00	0.00		19,410.00	194,100.00 0.00

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 by us pursuant to Resolution No. 3572, of the Council of the City adopted on August 21, 2023, for the purpose of paying that part of the cost which the Council decided should be paid and borne by special assessment for the West St. Joe Griswold Area Street Project; that in making such assessment I have, as near as may be, and according to my best judgment, conformed in 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.

  
\_\_\_\_\_  
Kimberly Thomas, Hillsdale City Assessor

3/13/2024  
\_\_\_\_\_  
Date

**CITY OF HILLSDALE  
HILLSDALE, MICHIGAN**

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION TO CONFIRM THE SPECIAL ASSESSMENT ROLL FOR THE W. ST JOE/GRISWOLD SPECIAL ASSESSMENT DISTRICT (SAD #2024-08)**

**Whereas**, the City Council of the City of Hillsdale created special assessment district 2024-08, W. St Joe/Griswold, by resolution (3572) at a meeting held on August 21, 2023; 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 resolution (3572) at a meeting held August 21, 2023; and

**Whereas**, Hillsdale Municipal Code Section 2-335 specifies, “In no case shall the whole amount to be levied by special assessment upon any lot or premises for any improvement exceed 25 percent of the value of such lot or land as valued and assessed for state and county taxation in the last preceding ward tax roll;” and

**Whereas**, the Policy on Special Assessment Districts for Street Projects presented February 15, 2021 further provides, “The assessment for parcels within the SAD will be assessed as follows: 50% of the “final” total eligible project costs divided equally amongst all parcels within the defined SAD, not to exceed \$5,000 for one parcel;” and

**Whereas**, the total cost of the W. St Joe/Griswold project based on the approved bid as reported by the City Engineer is \$1,098,488; and

**Whereas**, the Assessor prepared and certified the special assessment roll based on the total eligible project costs pursuant to the specifications contained within resolution (3572), 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 April 15, 2024; and

**Whereas**, Council, having made a motion to approve the total amount to be defrayed as \$194,100, or 50% of the total cost with per parcel limitations as described above;

**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 2024-08, W. St Joe/Griswold, as presented and attached hereto.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

PASSED IN OPEN COUNCIL MEETING THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

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

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



To: City of Hillsdale

05 April 2024

Assessor

Council

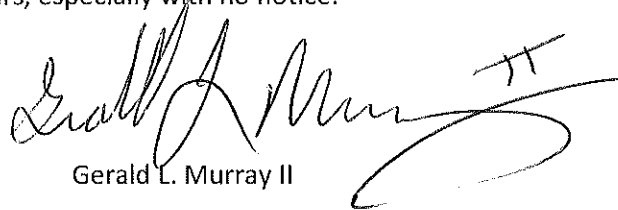
From: Gerald L. Murray II

Subj: Special Assessment 66 W, St Joe

I am formally submitting in writing that I do not agree with this assessment. I am disagreeing with it for the following reasons:

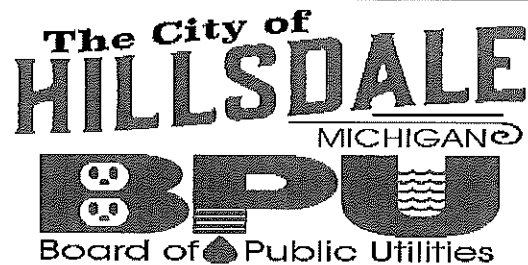
- 1- No notice of the assessment was given until it was already decided on. Property owners should have been notified prior and a public meeting held and voted on before hand.
- 2- No explanation of why the assessment was being levied, what work is expected to be completed by the assessment.
- 3- Taxes are paid to repair infrastructure. So again, why is there a special levy being levied? I can understand Act of God situations that are unexpected and cause severe damage outside of normal budgeted maintenance. Is there a problem with our budget? Is there fraud or embezzlement that needs to be addressed?
- 4- If there are severe issues with our streets and water systems, the people need to be informed. Also, has anyone on the council looked into State or Federal aid options?
- 5- If this is related to the notice sent by the BPU, dated 02 April 2024, stating that the road will be changed, stating that there will be a new parallel parking area on the East side of the road:
  - a. My property, and others are multi-family units.
  - b. Unless parking is available on both sides of the street, there may not be enough parking which would cause trouble for everyone living on that street.
- 6- There is a payment plan option, but interest is added if I can't pay in full. If I follow the payment schedule, my \$5,000 special assessment will end up being \$6,350, costing me an additional \$1,350.
  - a. Is this debt going to affect my credit, credit rating, ability to get a loan?
  - b. Is the City taking out a loan on my behalf, which is why interest is calculated into it?
  - c. Or, is the City just charging interest and collecting extra money from residents, an extra tax they can use to pad their budgets?
- 7- I have multiple properties in the City of Hillsdale, I cannot afford multiple assessments in the thousands of dollars, especially with no notice.

**RECEIVED**

  
Gerald L. Murray II

APR 5 2024

CITY OF HILLSDALE  
CITY CLERK'S OFFICE



April 2, 2024

MURRAY, GERALD L II  
2260 TRIPP RD  
OSSEO MI 49266

RE: St Joe & Griswold Project Start and Plans

Bids for this project were received in January 2024. Low bidder was Michigan Paving and Materials Company of Jackson, MI, their excavating sub-contractor is Concord Excavating. This project will likely start in June 2024 on the reconstruction portion of the project W. St. Joe Street between Bacon and South Streets.

To prepare for this work all vehicles parked or parking on the east side of W. St. Joe between Bacon and South Street, near the bike trail in the city's right-of-way (ROW), will need to be removed by May 15, 2024. **Should these vehicles not be removed by this date they will be towed at the owner's expense.** At project completion there will be a new parallel parking area on the east side of the road.

Access during Project Work:

- The road will be posted "Road Closed to Thru Traffic" residents of the street can proceed around the barricades to your home.
- Use EXTREME caution when traveling in the construction area and around the equipment, as they cannot always see vehicles behind them.
- **No stopping, standing or parking will be allowed on the street at any time.**
- During the project, residents should have access to your driveways in the evenings except as discussed below. Daytime access will be more difficult as the contractor will be working.
- Work progresses down a street so you should be able to anticipate when the contractor will be working at or near your driveway with excavation and placing new road base.

Access during Concrete Construction:

- Once concrete work starts you will have **NO** access to your driveway. You cannot drive on the new concrete curb and driveway approaches for approximately 10 days after they are placed.
- We understand that this will be a difficult time in the project. Not parking in the area will help to facilitate our work so we can get the work completed in an expedient manor. Cars parked on the street may be towed and/or impounded.

City Assessor +  
City Council -

April 1, 2024

I am writing to contest the assessment of \$5000. I am on disability and can not afford this. I have to save all year to pay my current property taxes.

Teresa Griffiths  
Teresa Griffiths

54 W. Saint Joe St.  
Hillsdale, MI 49242

**RECEIVED**

APR 4 2024

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



METROPLEX MI 480

2 APR 2024 PM 7 L



**RECEIVED**

Hillsdale City Council

c/o City Clerk

97 N. Broad St

Hillsdale, MI 49242

APR 4

*2024*

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

49242-161797



**RECEIVED**

APR 4  
CITY OF HILLSDALE  
CITY CLERK'S OFFICE

*Current budget  
I hope to see  
a responsibility card  
attached the next document*

*April 11, 2024*

# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** April 15, 2024

**Agenda Item:** Old Business

**SUBJECT:** Emergency On-call Service Holiday City

**BACKGROUND PROVIDED BY: Electric Superintendent Hammel**

The HBPU electric department has been approached by AMP to consider providing after hours emergency services to the Village of Holiday City OH. The contract would be between AMP and the City of Hillsdale BPU. A final contract is attached with all items figured out between the Village of Holiday City and Hillsdale BPU.

**RECOMMENDATION:**

BPU Board and staff recommends approving the contract as presented.

## **DISTRIBUTION SERVICES SCHEDULE**

This Distribution Services Schedule (“Schedule”), dated as of \_\_\_\_\_, 2024 the (“Effective Date”), is entered into by and between American Municipal Power, Inc. (“AMP”), an Ohio nonprofit company, with offices located at 1111 Schrock Road, Suite 100, Columbus, OH 43229, and the City of Hillsdale, Michigan, a political subdivision duly organized and existing under and by virtue of the laws of the State of Michigan that owns and operates an electric utility system (“Municipality”, and collectively, “Parties”).

### **RECITALS**

WHEREAS, Municipality owns and operates a municipal electric utility that provides electric power and energy to its customers as well as a facility commonly known as 45 Monroe Street, Hillsdale, Michigan, 49242 (the “Facility”) with excess storage capacity; and

WHEREAS, AMP provides various services its Members, directly or indirectly through various affiliated entities; and

WHEREAS, the Municipality is a Member of AMP and has executed a Master Services Agreement by and among Municipality, AMP, and the Michigan South Central Power Agency, designated as Contract No. C-12-2005-4628 (the “Master Services Agreement”); and

WHEREAS, the Village of Holiday City, Ohio (“Holiday City”) owns and operates a municipal electric utility, is a Member of AMP, and is in need of distribution services to support reliability, security and operational efforts; and

WHEREAS, Municipality is in close proximity to Holiday City, has the expertise and ability to provide the necessary services requested, and desires to provide distribution services to Holiday City (as described in Appendix B attached hereto, the “Distribution Services”); and

NOW THEREFORE, this Schedule is hereby entered into by the Parties as of the Effective Date.

### **ARTICLE I** **TERM**

A. This Schedule shall be effective as of the Effective Date and shall continue in effect for a term ending December 31, 2024. Thereafter, unless notice of termination is given as set forth below, this Schedule shall continue in full force and effect for additional consecutive terms of one (1) year.

B. Either party may elect to terminate this Schedule at any time by providing the other party with ninety (90) days' written notice of its intent to terminate.

C. Notwithstanding the other provisions of this Schedule, Municipality shall have the right to terminate this Schedule at any time in the event a notice of Hazardous Condition has been given by Municipality pursuant to Article III herein if Holiday City fails to correct, fails to allow to be corrected, or otherwise fails to remove said Hazardous Condition within thirty (30) days of said notice.

## ARTICLE II DISTRIBUTION SERVICES

A. It is understood and agreed that, to the extent that there is not a Force Majeure Condition as defined herein, Municipality shall, pursuant to this Schedule, be available to Holiday City as requested by Holiday City for after-hours and emergency Distribution Services during the hours identified in this Article to perform the Distribution Services, as requested by the AMP in order to assist with the operation and maintenance of the Holiday City electric utility system. The hours of availability include: i) evening and nighttime (3:31 P.M. to 6:59 A.M.); ii) weekend daytime hours (7:00 A.M. to 3:30 P.M); and, iii) Holidays and weekend evenings (3:31 P.M. to 6:59 A.M.), where Holidays include the days so designated by AMP and New Years Eve. The individual representing Holiday City and holding the title or position of Village Administrator or, in the event the title of said position changes, the equivalent position following such a title change (the "Holiday City Official") may provide instruction, direction and guidance with regard to the tasks to be undertaken by Municipality in the course of providing Distribution Services during after-hours and emergencies, as long as the same is not inconsistent with this Schedule.

In addition to after-hours and emergency Distribution Services, Municipality will take calls from Holiday City customers during Normal Business Hours, which include non-Holiday weekdays (Monday through Friday) from 7:00 A.M. to 3:30 P.M., and contact the AMP representative noted in Appendix B to provide Distribution Services to Holiday City through the Circuit Rider Program during the Normal Business Hours.

B. Standards for Performance of the Services. Municipality shall perform the Distribution Services in accordance with (i) the original equipment manufacturer manuals delivered to Municipality, if any, (ii) Applicable Laws, (iii) Prudent Utility Practices, (iv) insurer requirements delivered to Municipality by Holiday City or AMP in writing, if any, and (v) this Schedule (collectively, the "Standards of Performance"). The Parties acknowledge and agree that actions taken (or not taken) by Municipality pursuant to Holiday City Official's direction shall be deemed to comply with the Standards of Performance, and Municipality shall have no liability for acting or refraining to act in accordance with Holiday City Official's directions, if any. As used herein, Prudent Utility Practices shall mean those practices, methods and acts generally employed in the power industry that at the particular time in question, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was being made, would have been expected to accomplish the desired result of such decision consistent with the goals of supporting reliability, security and operational efforts of Holiday City's electric utility,

and the requirements of Applicable Law. With respect to Municipality, Prudent Utility Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the power generation and transmission industry, including taking reasonable actions to provide a sufficient number of Persons who are available and adequately trained to provide Distribution Services, and timely perform preventive, routine, and non-routine maintenance and repairs, subject, in all cases, to the limitations on Municipality's authority and duties as set forth in this Agreement. Further, as used herein, Applicable Law means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees (all as amended from time to time) of any government or quasi-governmental entity with jurisdiction over the Holiday City electric utility system.

C. Municipality Personnel. Municipality shall provide all labor, professional, supervisory, and managerial personnel needed to perform the Distribution Services properly and timely. It is understood that Municipality shall maintain all direction and control over its employees, representatives and agents and Municipality shall conform to all applicable laws and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers compensation laws. All Municipality-provided personnel shall be qualified and experienced in the duties to which they are assigned, shall be capable of operating and maintaining the equipment that is in part or whole the Holiday City electric utility system in accordance with this Agreement, shall meet all Applicable Law requirements for operating personnel, and shall possess all required licenses and certifications (including a valid driver's license). All Municipality personnel shall be deemed acting within the scope of their employment at all times while engaged in the provision of Distribution Services or traveling to or from Holiday City to the extent as if those employees were engaged in their normal duties.

D. No Liens or Encumbrances. Municipality shall keep and maintain the Holiday City electric utility system free and clear of all liens and encumbrances resulting from the debts and obligations of Municipality.

E. Emergency Action. During the course of providing Distribution Services outside of Normal Business Hours, in the event of (a) an emergency affecting the safety, health or protection of, or otherwise endangering, any persons, property, or the environment located at or about the Holiday City electric utility system or (b) an unplanned complete loss of electric transmission (collectively an "Emergency"), Municipality shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall notify AMP of such Emergency and Municipality's response as soon as practical under the circumstances. To the extent Municipality deems reasonable in response to an Emergency, Municipality may procure goods as necessary to respond to an Emergency, the costs of which shall be reimbursable by AMP.

F. Hazardous Conditions. It is understood and agreed that Municipality shall not be required to provide any Distribution Services in any location where a Hazardous Condition exists or may exist. The determination of what conditions shall be regarded as



Hazardous Conditions or potentially Hazardous Conditions for purposes of this Schedule shall be within the sole discretion of Municipality.

Where it is determined that a Hazardous Condition exists or potentially exists, Municipality shall provide AMP and Holiday City with written notice of the existing or threatened Hazardous Condition and AMP or Holiday City shall, without delay, remedy or eliminate the existing or potentially Hazardous Conditions or provide safety precautions for the same, if possible. The notice may be oral should emergency conditions warrant the same.

It is expressly understood by the parties that so long as a Hazardous Condition exists, nothing in this Schedule requires or should be construed to require Municipality to perform tasks which Municipality, in its sole discretion, deem to be unsafe.

It is also expressly understood that because of the presence or potential presence of polychlorinated biphenyls (PCBs) in certain areas of Holiday City's electric apparatus, and the potential hazards of said materials, AMP agrees that a lack of an effective PCB program, in conformance with all applicable Federal and State EPA and local requirements, constitutes a Hazardous Condition pursuant to this Schedule.

### ARTICLE III COMPENSATION, BILLING AND PAYMENT

A. As payment for the Distribution Services, AMP shall pay to Municipality a sum equal to the number of hours at the hourly wage rate(s) and overhead factor(s) provided for in the attached rate schedule, Appendix A, for the employee(s) performing the Distribution Services, pursuant to the billing and payment provisions of this Schedule. Appendix A may be adjusted upon the effective date of a new Agreement between Municipality and Local Union #876, International Brotherhood of Electrical Workers (IBEW), which the existing agreement currently expires on June 30, 2024 (hereinafter, "Collective Bargaining Agreement").

B. Municipality shall invoice AMP monthly, and AMP shall pay for all hours (including travel time) worked pursuant to this Schedule, as set forth on Appendix B, at the rates and charges set forth on Appendix A. Municipality shall issue invoices to AMP by emailing to [apmanager@amppartners.org](mailto:apmanager@amppartners.org) and [mpalmer@amppartners.org](mailto:mpalmer@amppartners.org).

C. In addition to labor hours, Municipality shall also be entitled to receive reimbursement for: (i) the actual cost of materials and supplies expended in providing Distribution Services such as fuel, utility poles, supports, cross arms, insulators, wire, and the like used to restore utility service in Holiday City and (ii) the cost of meals and other payments required to be made to Municipality's employees in connection with hours spent engaged in the Distribution Services, as provided in Municipality's then-effective collective bargaining agreement with the International Brotherhood of Electrical Workers.

D. The invoice from Municipality shall be in the format as set forth in Appendix A attached hereto and incorporated by reference. The invoice shall show the labor rate for each employee who provided Distribution Services and the number of hours logged in providing such services. In addition, any reimbursable expenses billed shall be set out separately on the invoice.

E. AMP shall pay all undisputed invoices within thirty (30) days of receipt of the invoice. If AMP disputes all or any portion of an invoice, AMP shall notify Municipality of the dispute within thirty (30) days of receipt of the invoice. AMP acknowledges that any undisputed invoice or undisputed part thereof that is not paid in accordance with the terms of this section shall accrue interest at the prime rate of interest as established in *The Wall Street Journal* as of the date of the failure to pay in a timely manner.

F. All tax and other returns required by local, state or federal laws or regulations with respect to Municipality's business and all payments due thereon, and all fees and other payments or coverage required or due in connection therewith, including generally, but not limited to, income or other tax withholdings, social security, unemployment compensation, workers' compensation, disability coverage and other taxes, shall be made, filed, paid, procured and maintained solely by Municipality, and AMP shall have no liability therefore.

G. In addition to payment for the Distribution Services provided by Municipality, AMP shall pay Municipality a monthly fee in the amount of (\$2,000) that is intended by the Parties to provide Holiday City with the benefit of: i) the close proximity of Municipality to Holiday City; ii) expedient response times; and, iii) Municipality's general knowledge that is relevant to the goals of supporting the reliability, security and operational efforts of Holiday City's electric utility (the "Fee"). Although not capable of exhaustive definition, work included within the Fee consists of the following: (i) providing a phone line for Holiday City customers to call that Municipality will route to AMP during Normal Business Hours or address during the specified after-hours periods; (ii) development and a general understanding of Holiday City's electric utility; (iii) transmission of know-how/lessons-learned developed in Municipality's experience; (iv) Municipality visits to the Holiday City electric utility; (v) quality assessment and management of Municipality personnel performance; and (vi) provision of responses to issues that arise during performance of the Services. The Fee will be escalated annually beginning on January 1, 2025 by applying the escalation factor to each amount pursuant to the method set forth in Appendix A.

H. AMP shall pay Municipality a one-time fee of (\$5,000) for the development and production of Holiday City electric system maps.

I. Cost Audit. AMP is entitled to conduct an audit and review of Municipality's records with respect to all costs together with any supporting documentation for a period of five (5) years from and after the date of the audited payment.

J. Late Payment. To the extent AMP fails to pay by the due date any amount required to be paid under this Schedule, the unpaid amount shall accrue simple interest each day at a rate of interest per annum equal to the lesser of (i) two percent (2.0%) above the "prime" reference rate of interest quoted to substantial commercial borrowers on ninety (90) day loans by Huntington Bank or (ii) the maximum rate of interest permitted by Applicable Law, from the due date until such amount (plus accrued interest) is paid in full.

#### ARTICLE IV INDEMNIFICATION; LIABILITY

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

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

B. To the extent permitted by law, Municipality shall hold harmless and waive any claims against AMP, including any of its agents, contractors or subcontractors from all suits, claims, judgments or actions associated with or arising in any way from the management or operation of Holiday City's electric utility system.

C. Notwithstanding any provision in this Schedule that may be susceptible to contrary interpretation, the Parties agree that neither shall be liable for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability and limitations of liability expressed in this Schedule shall survive termination or expiration of this Schedule, and shall apply in all circumstances, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party indemnified, released or whose liabilities are limited.

D. No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS SCHEDULE, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SCHEDULE, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. Exclusive Remedies. Except as otherwise expressly stated in this Schedule, this Schedule sets forth the exclusive remedies for any losses (including any losses from claims for breach of contract, warranty, or tortious conduct) that result from a Party's breach of any contractual obligation created under the terms of this Schedule.

F. Exceptions to Limitations. Notwithstanding any provision in this Schedule that may be susceptible to contrary interpretation, the liability limitations expressed in and all other provisions of this Article VI (i) are separate from, and are not to be construed as limiting, any insurance coverage, and (ii) will not apply to claims arising from gross negligence or willful misconduct.

G. Municipality agrees and understands that AMP makes no representations or warranties regarding the condition of Holiday City's electric utility, facilities, poles, safety equipment, or other equipment to be used by Municipality's employee(s) during the provision of any Distribution Services.

## ARTICLE V MUNICIPALITY'S REPRESENTATIONS

Municipality represents and warrants to AMP that:

1. It has the power and authority to execute and deliver this Schedule, to consummate the transactions contemplated hereby and to perform its obligations hereunder;
2. It has substantial expertise and experience in the provision of Distribution Services and it is fully qualified to provide such services in accordance with the terms of this Schedule;
3. While providing Distribution Services, each employee will be acting within the scope of his/her employment with the Municipality;
4. Municipality provides workers compensation coverage for its employees as required by applicable law and will provide a waiver of subrogation in favor of AMP where permitted by law;
5. Municipality and its employees will comply with all applicable safety rules which may be issued by AMP, Holiday City, or any governmental entity from time to time in connection with any Distribution Services provided hereunder;
6. It will have at least one employee present at all times during the provision of Distribution Services who will have sufficient knowledge and experience in the activities being undertaken to adequately and appropriately supervise the Municipality's employee(s);

7. All of Municipality's employees who participate in the provision of any Distribution Services involving pole top work are qualified utility pole climbers or will utilize a fall restraint system; and
8. Any site, facility, poles, safety equipment, or other equipment provided or supplied by Municipality are in good condition, safe, adequate, and appropriate for use in the provision of Distribution Services.

## ARTICLE VI GENERAL

A. Insurance. The insurance provisions in Appendix D shall apply throughout the Term.

B. Notice. Any written notice required or permitted under this Schedule shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by email, or first class registered or certified mail. Addresses may be updated by written notice to the other Party as necessary.

C. Assignment. This Agreement is not assignable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Assignment pursuant to this Section shall not relieve the assigning Party of any of its obligations under this Schedule that arose prior to the date of such assignment.

D. Subcontractors. Subcontracting of the Distribution Services shall not relieve either Party of its duties, liabilities or obligations to the other Party. AMP has the right, in its sole discretion, to approve the retention of any subcontractors and the terms and conditions of any subcontract.

E. Force Majeure.

1. Events Constituting Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance under this Agreement, (b) is not reasonably within the control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, civil disturbances, sabotage, work stoppages, accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain required permits required under any Applicable Law, restraint by court order, a concurrent electric outage in Municipality's electric utility, and changes in Applicable Law that affect performance under this Schedule. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be

considered to be in default in respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Schedule solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

2. Notice. If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.
3. Scope. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform as quickly as reasonably possible.

F. Amendments. No amendments or modifications of this Agreement are valid unless in writing and signed by duly authorized representatives of the Parties.

G. Survival. Notwithstanding any provisions to the contrary, the obligations set forth in Article V (with respect to payments), Article VII and the limitations on liabilities set forth in Article VI will survive, in full force, the expiration or termination of this Schedule.

H. No Waiver. No delay, waiver or omission by AMP or Municipality to exercise any right or power arising from any breach or default by AMP or Municipality with respect to any of the terms, provisions or covenants of this Agreement shall be construed to be a waiver by AMP or Municipality of any subsequent breach or default of the same or other terms, provisions or covenants on the part of AMP or Municipality.

I. Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by email, or first class registered or certified mail.

J. Counterparts. The Parties may execute this Schedule in counterparts that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

K. Governing Law. This Agreement is governed by and shall be construed in accordance with Ohio law.

L. Severability. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the Effective Date.

**CITY OF HILLSDALE, MICHIGAN**

**AMERICAN MUNICIPAL POWER, INC.**

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

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

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

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Municipal Legal Advisor

\_\_\_\_\_  
Lisa G. McAlister  
Senior Vice President & General  
Counsel

**APPENDIX A**  
**Rate Schedule**

From the Effective Date through the expiration of the Collective Bargaining Agreement, for all time spent providing Distribution Services the rates shall be 200% of the rates set forth in the table below.

**Electric (July 1, 2023 – June 30, 2024)**

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			

**Fee and Escalation Methodology**

The Fee shall be \$2000 per month.

Beginning January 1, 2025, and on each succeeding January 1st throughout the Term of this Agreement, the Fee will be escalated by multiplying the relevant sum in effect during the immediately preceding calendar year by the Escalation Factor. The Escalation Factor is a factor representing the percentage change found in "Table 5" on employment cost trends published by the United States Bureau of Labor Statistics entitled "Compensation (Not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry" (the "ECI"). Municipality will determine the Escalation Factor for the following Year by reading the published percentage change for the 12 months ending in September of the Year for the "management, professional and related" line in the "service-providing industries" section found in the ECI. In the event that such calculation yields a number less than 1.0, the Escalation Factor will be fixed at 1.0 for such Year. ECI data is available at the U.S. Department of Labor, Bureau of Labor Statistics website: <http://www.bls.gov>. In the event the specific ECI datum is discontinued or superseded, a reasonable substitute or replacement datum will be identified by Municipality, or in the absence of such substitute or replacement datum, the Parties will agree in good faith on a reasonable method for calculation of the Escalation Factor.



**APPENDIX B**  
**Distribution Services provided by Hillsdale in Holiday City**

- Normal Business Hour call response
  - Hillsdale will respond to calls from Holiday City during Normal Business hours by contacting AMP to provide Distribution Services. AMP representative's contact information is:
    - Primary:
      - Name: Chad Culbert
      - Email: cculbert@amppartners.org
      - Cell Phone: 220-212-7803
    - Secondary:
      - Name: Brandon Fields
      - Email: bfields@amppartners.org
      - Cell Phone: 614-203-2792
  
- After-hours Emergency outage response
  - Hillsdale will provide after-hours response services to the Village of Holiday City. AMP will serve as a back-up in the event Hillsdale is unable to provide services, for example due to restoration of its own system.
    - For safety reasons, outages will be restored by at least two individuals.
    - Call-outs will be billed at a four-hour minimum.
  - Hillsdale will provide an after-hours number for Holiday City customers to report outages.
  - Hillsdale will respond directly to after-hours outage calls.
  - Any outages occurring during normal business hours will be dispatched by Hillsdale to AMP as the primary respondent (through the Circuit Rider agreement) and Hillsdale as the secondary respondent. AMP will supply a list to Hillsdale for the call-outs.
  - If neither AMP nor Hillsdale can respond due to other commitments, AMP will seek assistance for outage restoration through the AMP Mutual Aid program.
  
- Map Build-out

To better aid those responding to after-hours emergency calls, Hillsdale will build-out the existing map to include house numbers and service locations.

## **APPENDIX C**

### **SYSTEM ASSET STORAGE DESCRIPTION**

AMP will purchase, on an as-needed basis, additional required materials, equipment and supplies to support the operation and maintenance of the Holiday City's distribution system.

The storage location of the transformers will be the Holiday City substation located at Selwyn Dr.

## APPENDIX D

### Schedule of Insurance

#### Article 1 General Insurance Requirements

- 1.1** Throughout the performance of the Distribution Services (“Services”) or longer as may be described below, Municipality must obtain, pay for, and keep in force, the minimum insurance coverage described in this Schedule of Insurance.
- 1.1.1** Each requirement of this Schedule of Insurance applies to subcontractors just as it applies to Municipality. On a case-by-case basis, AMP and Municipality may agree to adjust the below requirements for any particular subcontractor.
- 1.2** Before starting the performance of any Services, upon renewal of any policy, and upon a change of any insurance carrier, Municipality must deliver to AMP certificates evidencing that the required insurance is in force.
- 1.3** With the exception of Ohio workers compensation coverage:
- 1.3.1** Municipality must place the insurance with companies that **(1)** are satisfactory to AMP, **(2)** hold an A.M. Best Rating of A-, VII, or higher, and **(3)** are authorized to conduct business in the state where the Services will be performed;
- 1.3.2** the policies must be endorsed to require Municipality’s insurance carrier to **(1)** provide at least 30-days’ written notice to AMP (as certificate holder) of the cancellation or non-renewal of the insurance and **(2)** provide at least 10-days’ written notice to AMP (as certificate holder) of the cancellation of the insurance for non-payment of premium; and
- 1.3.3** within 30 days of AMP’s request, Municipality must submit insurance-company certified copies of the policies, the policy endorsements, or both.
- 1.4** Municipality must pay all deductibles, or self-insured retentions, or both contained in Municipality’s policies of insurance required or provided in connection with the Services. AMP reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing Municipality may use to comply with any insurance requirement.
- 1.5** AMP does not represent that required coverage or limits are adequate to protect Municipality.
- 1.6** Failure of AMP to demand a certificate or other evidence of full compliance with the insurance requirements or failure of AMP to identify a deficiency from evidence that is provided will not be construed as a waiver of Municipality’s obligation to maintain the required insurance.
- 1.7** To the fullest extent permitted by applicable law, Municipality waives all rights against AMP and its agents and employees for damages to the extent covered by insurance, except rights to the proceeds of the insurance. This waiver shall not apply to any pollution liability or professional liability policy maintained in connection with the Services.
- 1.8** AMP may terminate this Schedule for cause on account of Municipality’s failure to maintain the required insurance.

#### Article 2 Municipality’s Minimum Coverage Requirements

- 2.1** Workers Compensation. Municipality must maintain workers compensation coverage meeting the requirements of applicable law.
- 2.1.1** If any of the Services will be performed in, on, or along any navigable body of water the Contractor must maintain coverage meeting the requirements of the Jones Act and the U.S. Longshore and Harbor Workers' Compensation Act.

- 2.2** Employers Liability Coverage / Stop Gap. Municipality must maintain employers liability / stop gap coverage with **(1)** an each-accident limit of not less than \$1,000,000, **(2)** a disease each-employee limit of not less than \$1,000,000, and **(3)** a disease policy limit of not less than \$1,000,000.
- 2.3** Commercial General Liability. Municipality must maintain commercial general liability (“CGL”) coverage which provides **(1)** an each-occurrence limit of not less than \$2,000,000, **(2)** a general-aggregate limit of not less than \$2,000,000, and **(3)** a products and completed-operations aggregate limit of not less than \$2,000,000.
- 2.3.1** The CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.
- 2.3.2** Municipality must include American Municipal Power, Inc. as an additional insured under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.
- 2.3.3** The CGL policy must be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured’s projects.
- 2.3.4** The CGL insurance must apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the additional insured(s).
- 2.3.5** The CGL policy must not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.
- 2.3.6** The Contractor must maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination the Schedule or completion of all Work.
- 2.4** Business Automobile Liability. Municipality must maintain business automobile (“BA”) coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.
- 2.4.1** The coverage must extend to any auto owned (if any), non-owned, leased, rented, hired, or borrowed.
- 2.4.2** Municipality must include American Municipal Power, Inc. as an additional insured under the BA policy.
- 2.5** Umbrella/Excess Liability. Municipality may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.
- 2.6** Municipality’s Pollution Liability. If the Services include environmentally sensitive, hazardous types of activities, or involves hazardous materials, Municipality must maintain a contractor’s pollution liability (“CPL”) policy with **(1)** a per-claim limit of not less than \$2,000,000 and **(2)** an annual-aggregate limit of not less than \$2,000,000, covering the acts, errors and/or omissions of Municipality for damages (including from mold) sustained by AMP by reason of the Contractor’s performance of the Work.
- 2.6.1** The CPL policy must have an effective date, which is on or before the date on which the Contractor first started to perform any Work.
- 2.6.2** Upon submission of the associated certificate of insurance and at each policy renewal, Municipality must advise AMP in writing of any actual or alleged claims which may erode the CPL policy’s limits.
- 2.6.3** Municipality must maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination the Schedule or completion of all Services.

- 2.7** Professional Liability. If the Services to be performed includes any professional services, Municipality must maintain professional liability insurance which provides **(1)** an each-claim limit of not less than \$2,000,000, and **(2)** an annual-aggregate limit of not less than \$2,000,000.
- 2.7.1** The professional liability policy must have an effective date which is on or before the date on which Municipality first started to provide any services.
- 2.7.2** Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor Municipality must advise AMP in writing of any actual or alleged claims which may erode the professional liability policy's limits.
- 2.7.3** Municipality must maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination the Schedule or substantial completion of all services.
- 2.7.4** If the Services to be performed includes any professional design services and Municipality is not authorized under applicable law to directly provide professional design services, Municipality may satisfy the requirements of this **Section 2.7** by providing a contractor's professional liability insurance policy.
- 2.8** Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor must provide and maintain property damage liability insurance with a limit of liability equal to the limit as specified in the applicable sections of this Schedule of Insurance.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024

**Agenda Item:** Old Business

**SUBJECT:** Purchase of Real Property (Closed Session)

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

A public body may meet in a closed session only for one or more of the permitted purposes specified in section 8 of the OMA. The limited purposes for which closed sessions are permitted include, among others:

To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

**RECOMMENDATION:**

City Council approve going into closed session to discuss the purchase of real property as allowed by Section 8 (d) of the OMA.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024

**Agenda Item:** New Business

**SUBJECT:** Resolution to Amend PACE Program & Report

### **BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator**

On July 15, 2019, Council established a PACE Program in the City of Hillsdale. Property Assessed Clean Energy, or PACE, is a long-term financing tool for commercial property owners to pay for energy efficiency, water efficiency, and renewable energy upgrades. Commercial property owners desiring to make these improvements can obtain 100% pre-funding for energy savings upgrades on their facilities and pay back the PACE loan through a special assessment on their property taxes.

Public Act 270 of 2010 authorizes local units of government to adopt PACE Programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan, LLC, currently administers the City of Hillsdale's PACE program at no charge to the City of Hillsdale. The City was recently contacted by Lean & Green Michigan, LLC, to inform us of amendments to the PACE statute that went into effect in February 2024. They have updated our PACE Program Report to reflect these changes and prepared the attached Resolution to Amend.

### **RECOMMENDATION**

City staff recommends Council adopt the attached Resolution to Amend the PACE Program & Report.



## CITY OF HILLSDALE, MICHIGAN



## PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from the City of Hillsdale. The PACE Program and PACE Program Report were approved by the City Council on July 15, 2019, by Resolution 3386, subsequent to a public hearing held on July 15, 2019. The City of Hillsdale PACE Program and PACE Program Report were amended on [DATE] .



## TABLE OF CONTENTS

	<u>Page</u>
Introduction.....	1
Lean & Green Michigan™ PACE Program Report.....	2
APPENDIX A – PACE Special Assessment Agreement.....	9
SAA Appendix A – Program Eligibility Checklist .....	29
SAA Appendix B – Special Assessment Parcel Description .....	30
SAA Appendix C – Special Assessment Roll.....	31
SAA Appendix D – Payment Schedule.....	32
SAA Appendix E – Description of Improvements.....	33
SAA Appendix F – PACE Program Application .....	34
SAA Appendix G –Form of Certificate of Assignment .....	38
SAA Appendix H –Form of Lender Consent.....	40
SAA Appendix I - Form of Waiver of SIR and Savings Guarantee .....	42

## INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in the City of Hillsdale (the “City”), the City Council established the City of Hillsdale Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the City of Hillsdale PACE district, which is coterminous with the City’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between the City and the record owner; identification of an official authorized to enter into program contracts on behalf of the City; a maximum aggregate amount for financing provided by the City under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC (“LAGM”) developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

## CITY OF HILLSDALE PROGRAM REPORT

### **1. Form of PACE Contract**

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

### **2. Authorized Official/PACE Administrator**

The City Manager or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of the City in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan™, the City agrees to have LAGM act as PACE administrator and manage the City’s PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

### **3. Financing Parameters**

In establishing its PACE district, the City intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by the City in 2019 shall be zero dollars. The maximum aggregate dollar amount for financing provided by the City may be adjusted and/or amended on an annual basis or more frequently by the City Council and will remain at zero dollars unless and until it is changed.

The City shall not provide any financing for Projects under the City 's PACE Program. The City 's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by the City under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

#### **4. Application Process/Eligibility Requirements**

##### **Application Process:**

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

##### **Eligibility Requirements:**

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

#### **5. Financing Terms of Assessments**

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

#### **6. Assessment Collection Process**

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of the City and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of the City without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE

Statute. The Authorized Official, on behalf of the City, will confirm the Special Assessment Roll.

The Hillsdale County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the County through the DTRF in the PACE Special Assessment Agreement.

## **7. Financing Program**

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, the City helps its constituent property owners gain access to private capital made available through the statewide program. The City authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

## **8. Reserve Fund**

By participating in the Lean & Green Michigan™ program, the City assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by the City.

## **9. Fee Schedule**

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM’s website.

## **10. Useful Life**

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

## **11. Property Eligibility Parameters**

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the “as completed” value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

## **12. Mortgage Consent Requirement**

If a property is subject to a mortgage, the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

## **13. Marketing Program**

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, the City gains access to this program and agrees to partner with LAGM in educating property owners in the City about opportunities to save energy, save money and improve their property value. The City authorizes the use of the City’s logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM’s website: [www.leanandgreenmi.com](http://www.leanandgreenmi.com); or at the City’s website at <https://www.cityofhillsdale.org/>.

## **14. Quality Assurance and Antifraud Measures**

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;

- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

### **15. Energy Audit or Energy Modeling Requirement**

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

### **16. Savings-to-Investment Ratio and Savings Guarantee Requirements**

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

### **17. Amendments to the Program**

A public hearing shall not be required to amend this Program. LAGM, with the prior consent of Hillsdale, may amend Hillsdale PACE program as necessary from time to time.

**APPENDIX A**  
**SPECIAL ASSESSMENT AGREEMENT**

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SPACE ABOVE FOR RECORDING PURPOSES

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**PACE SPECIAL ASSESSMENT AGREEMENT**  
**(OWNER-ARRANGED FINANCING)**

*by and among*

**CITY OF HILLSDALE, MICHIGAN**

*and*

**PROPERTY OWNER**

*and*

**PACE LENDER**

**Dated:** \_\_\_\_\_



**City of Hillsdale PACE Special Assessment Agreement**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I DEFINITIONS .....	12
ARTICLE II DESCRIPTION OF IMPROVEMENTS .....	14
ARTICLE III COVENANTS OF THE PROPERTY OWNER .....	14
ARTICLE IV PACE SPECIAL ASSESSMENT .....	15
ARTICLE V CONDITIONS PRECEDENT .....	20
ARTICLE VI REPRESENTATIONS AND WARRANTIES .....	21
ARTICLE VII DEFAULT .....	23
ARTICLE VIII MISCELLANEOUS .....	24

**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
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

## City of Hillsdale PACE Special Assessment Agreement

### **PACE SPECIAL ASSESSMENT AGREEMENT** **(OWNER-ARRANGED FINANCING)**

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (this “Agreement”) is made this [DATE] among City of Hillsdale, a Michigan City corporation (the “City”), whose address is 97 N Broad Street, Hillsdale, MI 49242, [PROPERTY OWNER], a Michigan limited liability company (the “Property Owner”), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the “Lender”), whose address is [ADDRESS].

#### **RECITALS:**

A. Pursuant to the PACE Statute and a resolution adopted by the City of Hillsdale City Council on July 15, 2019, the City has established the PACE Program 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 Project on the property.

B. Under the PACE Statute, 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 Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner 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 to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the City enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute 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 and the Lender agree that:

## City of Hillsdale PACE Special Assessment Agreement

### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) “**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.

(c) “**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.

(d) “**Default Rate**” means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) “**Energy Efficiency Improvement**” means the acquisition, installation, replacement, or modification of 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 City of Hillsdale.

(f) “**Energy Project**” means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

(h) “**Environmental Hazard Project**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

## City of Hillsdale PACE Special Assessment Agreement

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(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 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) **“Improvements”** means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) **“LAGM”** shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) **“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.

(n) **“Lender”** has the meaning set forth in the preamble.

(o) **“Loan”** means the loan obtained by the Property Owner 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.

(p) **“Loan Documents”** means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender 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 to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) **“Owner-Arranged Financing”** means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the City.

(r) **“PACE Program”** shall mean the property assessed clean energy program implemented by the City pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

## City of Hillsdale PACE Special Assessment Agreement

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City Council on July 15, 2019 including any amendments or changes thereto made before the date of this Agreement.

(t) “**PACE Statute**” means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(u) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

(v) “**Project**” means an Environmental Hazard Project or Energy Project.

(w) “**Property Owner**” has the meaning set forth in the preamble.

(x) “**Renewable Energy System**” 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 System 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 defray the cost of the Improvements and which shall, together with all interest, charges 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 the PACE Statute 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 the PACE Statute.

(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 Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. 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 as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

## City of Hillsdale PACE Special Assessment Agreement

### ARTICLE III COVENANTS OF THE PROPERTY OWNER

#### Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees 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 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 acknowledges and agrees that the City makes no 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 agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the City or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner 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'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, the City hereby determines to assist the Property Owner 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 benefited 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 the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

## City of Hillsdale PACE Special Assessment Agreement

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] 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. The Special Assessment shall be paid by the Property Owner in [NUMBER] 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 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 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 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 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 absent manifest error. The Property Owner 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 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 or the City may request.

**Section 4.02 Assignment of Special Assessment Payments to Lender.** At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the City hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner 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 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

## City of Hillsdale PACE Special Assessment Agreement

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 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 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 have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

### **Section 4.03 Property Owner'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) 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.

(c) 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 PACE lender with the Register of Deeds of Hillsdale County, State of Michigan.



## City of Hillsdale PACE Special Assessment Agreement

(d) The Property Owner agrees that it, 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, 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.

(e) The City agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges 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 on the Special Assessment Roll, has 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 thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not 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. 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 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 and penalties. The Special Assessment confirmed hereby is a debt to the City from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the City to receive all installments of the Special Assessment required to be paid by the Property Owner 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 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.**

## City of Hillsdale PACE Special Assessment Agreement

(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 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 that was due and payable as of the Payment Default Date and which remains 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 the City taxes under the General Property Tax Act and the ordinances of the City. The City may assess a fee for delinquent taxes, 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 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 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 City 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 City 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 City 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

## City of Hillsdale PACE Special Assessment Agreement

unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, by 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 City 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.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Hillsdale County Delinquent Tax Revolving Fund (“DTRF”), or any subsequent County fund which may replace the DTRF, or any other City funds.

**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 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.

**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 the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, 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 or City Treasurer Becoming Owner of the Special Assessment Parcel.** In the event that the City Treasurer takes ownership of the Special Assessment Parcel by operation of law, the City Treasurer 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 Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the City Treasurer 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 Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the City Treasurer own 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 Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2)

## City of Hillsdale PACE Special Assessment Agreement

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, 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 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 or the City is a party, or shall be threatened in writing against the Property Owner 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 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 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 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.

## City of Hillsdale PACE Special Assessment Agreement

(g) The Property Owner shall not 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 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 the PACE Statute 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 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 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,

## City of Hillsdale PACE Special Assessment 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 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 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**.

### **Section 6.03 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, 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.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the City, and Lender agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

## City of Hillsdale PACE Special Assessment Agreement

### ARTICLE VII DEFAULT

**Section 7.01 Property Owner Event of Default.** If the Property Owner 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.

**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 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. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

**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 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 or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner 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 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 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 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.

## City of Hillsdale PACE Special Assessment Agreement

**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.**

(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.

**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:



**City of Hillsdale PACE Special Assessment Agreement**

If to the City: City of Hillsdale  
97 N Broad Street  
Hillsdale, MI 49242  
Attn: [Authorized Official name,  
City Manager]

With a copy to: City of Hillsdale PACE Administrator  
Lean & Green Michigan  
500 Temple Street, Suite 6270  
Detroit, MI 48201

If to the Property Owner: PROPERTY OWNER  
ADDRESS

With a copy to: PACE LENDER  
ADDRESS

With a copy to: City of Hillsdale PACE Administrator  
Lean & Green Michigan  
500 Temple Street, Suite 6270  
Detroit, MI 48201

If to the Lender: PACE LENDER  
ADDRESS

With a copy to: City of Hillsdale PACE Administrator  
Lean & Green Michigan  
500 Temple Street, Suite 6270  
Detroit, MI 48201

**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 the City, on the one hand, and the Lender 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, on the other hand.

## City of Hillsdale PACE Special Assessment Agreement

**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.

**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.

**Section 8.12 Severability.** If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

**City of Hillsdale PACE Special Assessment Agreement**

**IN WITNESS WHEREOF**, the CITY, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

**PROPERTY OWNER**

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

Its:

**CITY**

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

Its:

OFFICIAL

**PACE LENDER**

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

Its:

**City of Hillsdale PACE Special Assessment Agreement**

State of Michigan )  
 ) ss  
County)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ the Authorized Signatory of \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, Michigan  
My Commission expires \_\_\_\_\_

State of Michigan )  
 ) ss  
County)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by [County AUTHORIZED OFFICIAL] on behalf of County.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, Michigan  
My Commission expires \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this number day of month, 202\_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, Michigan  
My Commission expires \_\_\_\_\_

## City of Hillsdale PACE Special Assessment Agreement

### APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural or multifamily residential with 4 or more dwelling units, real property within the City's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

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 Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects 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 or energy modeling must be conducted for the Project on 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). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

**City of Hillsdale PACE Special Assessment Agreement**

**APPENDIX B**

**SPECIAL ASSESSMENT PARCEL DESCRIPTION**

Parcel Number:

Address:

LEGAL DESCR:

**City of Hillsdale PACE Special Assessment Agreement**

**APPENDIX C**

**SPECIAL ASSESSMENT ROLL**

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

---

---

Dated

**City of Hillsdale PACE Special Assessment Agreement**

**APPENDIX D**

**PAYMENT SCHEDULE  
(TBD)**



**City of Hillsdale PACE Special Assessment Agreement**

**APPENDIX E**

**DESCRIPTION OF IMPROVEMENTS**

**APPENDIX F**

**PACE Program Application**

**Property and Property Owner Information**

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_

2. **Property Type** (double-click to check all that apply)

- Agricultural**
- Commercial** (including multifamily with 4 or more units)
  - Type of commercial property - \_\_\_\_\_
- Industrial**
- Nonprofit**

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: \_\_\_\_\_  
Signatory Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

4. **Property Owner(s) Type**

- Individual                       LLP                       LLC
- Corporation                       501(c)3                       Other \_\_\_\_\_

5. **Property Valuation**

State Equalized Value (SEV): \$ \_\_\_\_\_  
Date of SEV: \_\_\_\_\_  
Valuation (per Appraisal): \$ \_\_\_\_\_  
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
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

# City of Hillsdale PACE Special Assessment Agreement

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

## Project Information

1. **PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Other Contractors: \_\_\_\_\_

2. **Overall Project Cost:** \_\_\_\_\_

3. **Savings to Investment Ratio\*** (as provided in Savings Guarantee)

3a. Year 1: \_\_\_\_\_  
3b. Overall: \_\_\_\_\_  
3c. Waived \_\_\_\_\_

4. **Useful Life of Project Measures:** \_\_\_\_\_ 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

2. **Requested Assessment Amount**

Project Cost:	\$	_____
Energy Audit or Model	\$	_____
Engineering/Architect Plans	\$	_____
Building Permit Fees	\$	_____
Other (Please explain)	\$	_____
<b>Total Assessment Amount:</b>	\$	_____ <b>(Total of all lines above)</b>

3. **Requested Assessment Repayment Period:** \_\_\_\_\_ years

4. **Interest Rate Offered by Lender:** \_\_\_\_\_%

## City of Hillsdale PACE Special Assessment Agreement

### APPENDIX G

#### FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“Assignment”), dated effective as of date, (the “Effective Date”), is made by [LENDER] (“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 [PAYMENT AMOUNT], 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 Special Assessment Agreement entered into by Assignor, Property Owner, and \_\_\_\_\_ (the “Transferred Interest”), together with all of Assignor’s rights to receive payments from Property Owner 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 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 Special Assessment Agreement, Assignee shall be a party to the 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 Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

**City of Hillsdale PACE Special Assessment Agreement**

\_\_\_\_\_  
(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:

\_\_\_\_\_  
[LENDER]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## City of Hillsdale PACE Special Assessment Agreement

### APPENDIX H

#### FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in  
City of Hillsdale, Michigan, PACE Program

This acknowledgement is granted date, 20\_\_, by Name of Mortgage Holder (the "Lender"), and for the benefit of PROPERTY OWNER (the "Property Owner"), and City of Hillsdale in the State of Michigan.

#### Recitals

A. Pursuant to Public Act No. 270 of 2010, the City established the City Property Assessed Clean Energy ("PACE") Program on July 15, 2019, by resolution, to promote installation of energy projects and/or environmental hazard projects.

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 \_\_, Page \_\_\_\_, Hillsdale 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, 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 City 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 City PACE Program.

**City of Hillsdale PACE Special Assessment Agreement**

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY

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 PACE Special Assessment Agreement**

**APPENDIX I**

**FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE**

This waiver of the savings-to-investment ratio requirement and guarantee of savings (“Waiver”) is acknowledged on this \_\_\_ day of \_\_\_, 20\_\_ by [Property OWNER]

**Recitals**

- A. Pursuant to Public Act No. 270 of 2010, as amended, City of Hillsdale established the City of Hillsdale PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with City of Hillsdale and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

**IN WITNESS WHEREOF**, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

**[PROPERTY OWNER]**

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

State of Michigan     )  
  ) ss  
\_\_\_\_\_ County     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission expires \_\_\_\_\_



RESOLUTION

XX-XXX

*City of Hillsdale, Michigan*

**A Resolution Amending Resolution 3386  
Approving the Establishment of a Property Assessed Clean Energy  
(PACE) Program**

WHEREAS, the City of Hillsdale City Council previously adopted Resolution 3386, a Resolution approving the establishment of a property assessed clean energy program ("PACE Program") and creating a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the City of Hillsdale City Council established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no Township moneys, general Township taxes or Township credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to the Pace Statute; and

WHEREAS, the City of Hillsdale City Council hereby finds that financing PACE projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the Township; and

WHEREAS, the types of projects that may now be financed under the PACE Program include, but are not limited to: 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; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the City Council; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass; solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill.

WHEREAS, Public Act 270 of 2010 has been recently amended with the passage of Senate Bills

302 & 303 of 2023; and

WHEREAS, the projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan's energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.

WHEREAS, it has been determined that the PACE Program and PACE Report approved on July 15, 2019 requires amendment to be consistent with the amended statute; and

WHEREAS, an amended PACE Program Report has been prepared and reviewed.

NOW THEREFORE BE IT RESOLVED that the City of Hillsdale City Council amends Resolution 3386 approving amendments to the City of Hillsdale PACE Program and adopts the amended PACE Program Report attached to this resolution.

BE IT FURTHER RESOLVED that all other provisions of the PACE Program and PACE Report not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024

**Agenda Item:** New Business

**SUBJECT:** Resolution to Amend Resolution No. 3579

**BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator**

On November 20, 2023, Council adopted Resolution No. 3579 Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadow Drive. The project developer, Allen Edwin Homes, has filed Articles of Incorporation for SDI WFH Hillsdale, LLC, which will be used to manage its properties located in Hillsdale, Michigan. Ownership and agreements will be under one name for submission to MSHDA. They have asked to amend the resolution and the restrictive covenant they signed with the city to update both documents with the new entity name.

**RECOMMENDATION**

City staff recommends adopting the attached Resolution to Amend Resolution No. 3579.



Form Revision Date 02/2017

## ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

### Article I

The name of the limited liability company is:

SDI WFH HILLSDALE, LLC

### Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

### Article III

The duration of the limited liability company if other than perpetual is:

### Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- Agent Name: ERIC J. GUERIN
- Street Address: 2186 E CENTRE AVE  
Apt/Suite/Other:  
City: PORTAGE  
State: MI Zip Code: 49002

3. Registered Office Mailing Address:

- P.O. Box or Street Address: 2186 E CENTRE AVE  
Apt/Suite/Other:  
City: PORTAGE  
State: MI Zip Code: 49002

### Article V

(Insert any desired additional provision authorized by the Act.)

THE LIMITED LIABILITY COMPANY SHALL BE MANAGED BY ONE OR MORE MEMBERS AS PROVIDED IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT.

Signed this 21st Day of March, 2024 by the organizer(s):

Signature	Title	Title if "Other" was selected
Kimberly Warner	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

jm Decline

jm Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF ORGANIZATION

***for***

SDI WFH HILLSDALE, LLC

***ID Number:*** 803188914

***received by electronic transmission on*** March 21, 2024 ***, is hereby endorsed.***

***Filed on*** March 21, 2024 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 21st day of March, 2024.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF HILLSDALE AMENDING RESOLUTION NO. 3579 SETTING ANNUAL SERVICE FEE FOR THE WORKFORCE HOUSING DEVELOPMENT AT 440 & 450 HIDDEN MEADOWS DRIVE**

**Whereas**, on November 20, 2023, the City Council adopted Resolution No. 3579 Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadows Drive; and

**Whereas**, on March 21, 2024, Allen Edwin Residential Builders, LLC or related entity with common owners filed Articles of Incorporation for SDI WFH Hillsdale, LLC, and requested the City of Hillsdale amend Resolution No. 3579 Setting Annual Service Fee for the Workforce Housing Development at 440 & 450 Hidden Meadows Drive and the Restrictive Covenant signed by both parties to conform to the new entity name;

**Now, therefore, be it resolved by the Council of the City of Hillsdale:**

The second paragraph of Resolution No. 3579 is amended as follows:

Whereas, SDI WFH Hillsdale, LLC (the “Sponsor”), has applied to the City for a determination that a proposed workforce housing development project sponsored by it at 440 Hidden Meadows Drive, Hillsdale, MI 49242, and 450 Hidden Meadows Drive, Hillsdale, MI, 49242, is entitled to the exemption from taxes authorized by Ordinance No. 2023-04; and

ADOPTED this 15<sup>th</sup> day of April, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024

**Agenda Item:** New Business

**SUBJECT:** City Hall & BPU Cleaning Contract

### **BACKGROUND PROVIDED BY: Sam Fry, Marketing & Development Coordinator**

City staff put out a Request for Proposals (RFP) for contractual cleaning services for City Hall and BPU Offices on February 28, 2024, since the current cleaning contract with East2West Enterprises, Inc. expires on April 30, 2024. The scope of cleaning services requested by staff stayed the same as the prior RFP, with the only minor change being that the BPU requested weekly cleaning, rather than the two cleanings per month that they are receiving now. One company, East2West Enterprises, Inc., submitted a bid in response to the published RFP. East2West Enterprises, Inc. is the company which has provided contractual cleaning services for City Hall and the BPU Offices since 2019, and staff are satisfied with the work they have performed. The cost for cleaning City Hall is \$675/mo. and the cost for cleaning the BPU offices is \$300/mo., these prices are fixed for the duration of the contract. The City and BPU each pay for their respective cleanings from their contractual services/building maintenance budgeted funds. The BPU Board voted to approve the contract pending Council authorization at their meeting on April 9, 2024.

### **RECOMMENDATION**

Staff recommends Council approve the cleaning contract for City Hall and BPU Offices with East2West Enterprises, Inc., for a three-year period. Two additional one year renewals after the initial three-year period are allowable under the contract, but would need Council approval if both parties wish to continue.





# City of Hillsdale, Michigan

## BID SHEET

Project:

Municipal Facility Learning Services

Date:

3/28/24 10:00AM

Project # \_\_\_\_\_

Company/Person				TOTAL:
<u>XXX 2 WEST ENTERPRISES, INC</u>				

# East 2 West Enterprises, Inc.

---

**RECEIVED**

MAR 27

2024

3-26-24

12:20 PM

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

This is a proposal for cleaning services for the City of Hillsdale at the following facilities.

## City Hall

97 North Broad Street  
Hillsdale, MI 49242

## Hillsdale BPU Building

45 Monroe Street  
Hillsdale, MI 49242

This is a firm Offer for a 120 day period

## President

Michael West

## Work Plan

### Hillsdale City Hall

All cleaning tasks as outlined on page 4 number 1 regular cleaning day tasks on Monday, Wednesday and Friday.

Weekly On Wednesday clean stairways, mop and sweep police dispatch.

1<sup>st</sup> and 3<sup>rd</sup> Wednesday clean back stairway, council chambers, wash windows/ glass in front lobby and wipe down and disinfect printers, light switches and door handles.

On the 1<sup>st</sup> Wednesday of each month

- A. Wash both sides of all glass room partitions, inside of all exterior windows
- B. Dust window sills
- C. Dust horizontal surfaces tables, chairs, windows , furnishings, door frames and doors.
- D. Dust rotunda and ledges

Quarterly cleaning will be January, April, July and October.

- A. Clean exterior of all kitchen appliances and cabinets
- B. Clean interior light fixtures.
- C. Vacuum edges
- D. Clean fire extinguishers cabinets
- E. Remove cobwebs

## **Work Plan**

### **BPU Building**

Cleaning every Monday (or Tuesday if they prefer) later in the day, but within the time specified.

Cleaning of offices plus warehouse offices , hallways and restrooms.

Cleaning tasks as outlined on page 4 of request proposal to be done every time.

## **Quality Control Program**

Project Manager will check weekly that the cleaning program outlined in the regular cleaning task is being done weekly plus the monthly and Quarterly cleaning is being done.

## Summary

We have been in the cleaning service as a company since 2004 and before that we were working for others since 1985. We have done carpet cleaning, window washing, stripping and waxing, floor care and general cleaning. We have three employees and our office location is at 9598 Milnes Rd, Jonesville, MI.

## Primary Contact/Project Manager

Michael West 517-398-2246

## List of similar contracts

Jonesville Paper tube Corp.  
540 Beck St.  
Jonesville, MI 49250

Bildner & Company, P.C.  
1522 Hudson Rd.  
Hillsdale, MI 49250

Hillsdale City Hall  
97 N. Broad St.  
Hillsdale, MI 49242 [ As a fill in ]

Floor care at Hillsdale and Hudson Market House Stores  
and Hillsdale Hospital.

Proposed Pricing for Services

City Hall

Monthly fee for cleaning -- \$675.00

Fee is for cleaning 3 times per week as set out in the RFP.

We clean by the Job, not by time.

We provide equipment and cleaning chemicals to do the work.

Initial cleaning as described in point 7, will be done in first 2 weeks

Any extra cleaning, beyond what is described in the RFP, would be charged at \$25 per hour per person.

Hillsdale BPU Building

Monthly fee for cleaning -- Usually \$300.00 (\$75.00 per cleaning, so 5 cleanings in a month is more)

Cleaning is for 1 Cleaning each week as described in the RFP.

Again we clean by the job, and provide the equipment and chemicals. And any extra cleaning we would be asked to do beyond what is described in the RFP would be done at \$25 per hour per person.

Date - 3-26-24

Signed - Michael R. West

The employees at East 2 West are;

Michael West

Jonathan West

Benjamin West

Other notes;

I think it is worth noting that we have been cleaning at city hall for much more than 5 years, and at the BPU for the last 5 years. During that time we have never missed a cleaning, even threw covid, and have never had a major complaint. We endeavor to be diligent in fulfilling are cleaning assignment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2023

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

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

<b>PRODUCER</b> Janus Insurance Agency, Inc 1041 W Grand River Ave  Williamston MI 48895	<b>CONTACT NAME:</b> Jason Janus <b>PHONE (A/C, No, Ext):</b> (517) 655-1665 <b>E-MAIL ADDRESS:</b> jason@janusagents.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> East 2 West Enterprises Inc 9598 Milnes Rd  Jonesville MI 49250-9617	<b>INSURER A:</b> HOME-OWNERS INS CO NAIC # 26638	
	<b>INSURER B:</b> AUTO OWNERS INS CO 18988	
	<b>INSURER C:</b> ACCIDENT FUND INS CO OF AMER 10166	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		06992392	08/25/2023	08/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19		5299236100	08/25/2023	08/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	ARP12003793900	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Jason K. Janus</i>

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# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** April 15, 2024

**AGENDA ITEM #:** New Business

**SUBJECT:** Pickup Trucks

**BACKGROUND PROVIDED BY STAFF:** Jake Hammel, Director of Electric and Jeff Gier, Director of Water and Wastewater

### **Project Background:**

Staff is looking to replace two pickups. One is for the WWTP and the other for Electric Department. We went out for bids on a double cab GMC (or similar) which offers a four door cab. Invitations to bid were posted on bidnet, our web page, and sent to local dealers. Seven bids were received. The low bidder with add-ons was Stillwell Ford at \$44,713.88 per truck. Both departments have funds set aside for these purchases.

### **RECOMMENDATION:**

BPU Board and staff supports award to purchase two pickups from Stillwell Ford for \$44,713.88 each.

**CITY OF HILLSDALE, MICHIGAN  
ADVERTISEMENT FOR BIDS**

The City of Hillsdale Board of Public Utility (BPU) is requesting pricing for the purchase of two (2) vehicles meeting the below requirements and the attached specifications:

New 2024 GMC Sierra 1500 Double Cab 4x4 Pickup, or similar  
7000# GVWR                      5.3L V8/Auto Trans                      Dbl Cab w/6.5' Box

**Due date:**

Sealed proposals are due by 2:00 pm (local time) on April 3, 2024 at the following location:

Hillsdale City Hall  
Office of the City Clerk  
97 N. Broad Street  
Hillsdale, MI 49242

**Award Schedule:**

Review at Board of Public Utility:                      April 9, 2024  
Review and Award by City Council:                      April 15, 2024

**Instructions to proposers:**

- Proposals must be typewritten or clearly printed in ink and signed by a duly-authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "BPU Water/Electric – Pick-up Truck"
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsible for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.
- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.

- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to:

Kristin Bauer  
City Engineer  
City of Hillsdale  
97 N. Broad St.  
Hillsdale, MI 49242  
517-437-6479

**Conditions applicable to proposal:**

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.
- This request for proposal does not commit the City of Hillsdale to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

**Changes and addenda to proposal documents:**

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

**Proposal results:**

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

**Anti-Collusion:**

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

**BASE PRICING:**

All bids will be paid as a lump sum in accordance with the submitted proposal below.

Multiple trucks, meeting the attached specifications (or similar), can be proposed. The city is budgeted to purchase two (2) vehicles.

<b>TRUCK DESCRIPTION (MAKE and MODEL)</b>	<b>DELIVERY DATE</b>	<b>COLOR</b>	<b>TOTAL COST</b>

**ADDITIONAL ADD-ON ITEMS:**

The city reserves the right to add any one or all of the below additional items as budget allows:

<b>ADD-ON PACKAGE</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST FOR 2 TRUCKS</b>
MLP – Municipal LED Light Package (Amber, 4-way, Mini-LB)	2		
SBL – Spray-On Bedliner (Under the Rail, Rhino)	2		
DEL – Delivery (FOB Hillsdale, MI)	2		

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the details of this purchase and shall furnish all necessary materials to complete the purchase outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Certification Regarding Debarment, Suspension and Other Responsibility Matters—  
Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF PROPOSER \_\_\_\_\_

TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ DATE \_\_\_\_\_

## Selected Model and Options

### MODEL

CODE	MODEL
TK10753	2024 GMC Sierra 1500 4WD Double Cab 147" Pro

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
L84	Engine, 5.3L EcoTec3 V8
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled
GU5	Rear axle, 3.23 ratio
1SA	Pro Preferred Equipment Group
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver
QDV	Tires, 265/70R17 all-terrain, blackwall
XCQ	Tire, spare 265/70R17SL all-season, blackwall
GAZ	Summit White
AZ3	Seats, front 40/20/40 split-bench
H1T	Jet Black, Cloth seat trim
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo
PCI	Convenience Package
Z82	Trailer Package
G80	Auto-locking rear differential
KC4	Cooling, external engine oil cooler
KNP	Cooling, auxiliary external transmission oil cooler
KW7	Alternator, 170 amps
JL1	Trailer brake controller, integrated
DLF	Mirrors, outside heated power-adjustable
AKO	Glass, deep-tinted

### OPTIONS

CODE	DESCRIPTION
UF2	LED Cargo Area Lighting
QT5	Tailgate, gate function manual with EZ Lift
K34	Cruise control, steering wheel-mounted
KI4	Power outlet, interior power outlet, 120-volt
UBI	USB ports, (2) charge-only, rear
KC9	Power outlet, bed mounted, 120-volt
C49	Defogger, rear-window electric
CTT	Hitch Guidance

## Standard Equipment

### Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

### Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)

Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Transfer case, single speed, electronic Autotrac with push button control (4WD models only)

Suspension Package, Standard

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as a free flow option.)

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)



## Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

## Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless, Apple CarPlay / Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

## Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps, LED signature lighting

**Interior**

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Compass, located in instrument cluster

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

**Safety-Interior**

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

## Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear seat belt warning (Requires Crew Cab or Double Cab model.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles ✕

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles



# City of Hillsdale, Michigan

## BID SHEET

Project: BPD - Pickup Trucks

Date: April 3, 2024 2:00 PM

Project # BPD-

Pickup Trucks

Company/Person					
Legacy Brothers Inc.				57,528.00	
Matt LaFontaine Auto				44,516.00	
Stillwell Ford				43,579.88	
Proper Performance LLC				58,600.00	
Cromm Hillsdale				44,992.00	
Todd Wenzel Auto				43,418.00	
Bob Maxey Ford				51,100.00	
<b>TOTAL:</b>					

Truck Only

W/Add-on

45,862.00

44,713.88

45,990.00



3780 W. Carleton Rd (M-99)  
P.O. Box 288  
Hillsdale MI 49242  
Telephone: (517) 849-2121  
Fax: (517) 849-9198  
Stillwellford.com

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**CITY OF HILLSDALE  
BOARD OF PUBLIC UTILITIES  
HILLSDALE MI 49242**

**QUOTE IS FOR TWO 2024 FORD F-150 SUPERCAB 4X4 PICKUPS WITH 6.5 BED**

**400HP 5.0L V-8 WITH 10-SPEED AUTOMATIC**

**7100 GVWR**

**EXT RANGE FUEL TANK**

**3.31 ELECT LOCK REAR AXLE**

**LT265/70R17C ALL TERRAIN TIRES**

**50 STATE EMISSIONS**

**HEATED MIRRORS**

**TRAILER SWAY CONTROL**

**PRIVACY GLASS W REAR DEFROST**

**TERRAIN SELECTABLE DRIVE MODES**

**HEAVY DUTY SHOCKS**

**HEAVY DUTY VINYL 40/20/40 SEAT**

**LED HEADLAMPS**

**12" PRODUCTIVITY SCREEN**

**SYNC4 WITH 12" LCD TOUCHSCREEN WITH SWIPE CAPABILITY**

**APPLE CAR PLAY AND ANDROID AUTO**

**FULLY BOXED HEAVY DUTY FRAME**

**REAR VIEW CAMERA/LANE-KEEPING/PEDESTRIAN DETECTION/REVERSE SENSING/AUTOLAMP WITH AUTO**

**HIGH BEAM**

**FORDPASS REMOTE START/ LOCATION/VEHICLE STATUS**

**TRAILER TOW WITH SMART TRAILER TOW CONNECTOR**

**TRAILER BRAKE CONTROLLER**

**YOUR GOVERNMENTAL STILLWELL FORD PRICE INCLUDING TITLE**

**\$43579.88 EACH**

**\$87159.76 FOR BOTH**

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**THANK YOU FOR THE OPPORTUNITY....PLEASE DIRECT ANY QUESTIONS TO ROGER KARR OR JEFF HESS AT  
517-849-2121**

## REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

## STANDARD EQUIPMENT

**MECHANICAL**

- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
- 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

**EXTERIOR**

- Bed Storage Boxes (NA w/ 8' Box)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
  - Standard Range 23 Gallon (Regular Cab 6.5' Box)
  - Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black Coast to Coast
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
  - 245/70R 17 BSW all-season tires (A/S) 4x2
  - 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

**INTERIOR/COMFORT**

- 12" Productivity Screen in Instrument Cluster
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control

**INTERIOR/COMFORT (continued)**

- Dome Light
- Door trim – Soft armrest, grab handle and front map pockets
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
  - Front – A-Pillar, Driver and Passenger Side
  - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)
- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plates – MIC, Front
- Seat, Front
  - Cloth 40/20/40
  - 2-Way manual driver/passenger
  - Armrest
- Seat, Rear
  - Cloth
  - USB charging ports – two (2)
  - 60/40 flip-up split seat (SuperCab)
  - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

**SAFETY/SECURITY**

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
  - Driver and Passenger Front Airbags
  - Driver and Passenger Seat-Mounted Side Airbags
  - Safety Canopy® Side-Curtain Airbags (1<sup>st</sup> and 2<sup>nd</sup> row coverage)
- Curve Control
- LED Reflector Headlamps – Black Bezels
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Stolen Vehicle Services (1-year Plan Included)

## REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

## STANDARD EQUIPMENT

## ADVANCED DRIVER ASSISTANCE SYSTEMS

- **Ford Co-Pilot360™ 2.0**
  - Pre-Collision Assist with Automatic Emergency Braking (AEB)
    - Pedestrian Detection
    - Forward Collision Warning
    - Dynamic Brake Support
  - BLIS® with Cross-Traffic Alert
  - Lane-Keeping System
    - Lane-Keeping Alert
    - Lane-Keeping Aid
    - Driver Alert
  - Rear View Camera
  - Auto High Beams
  - Reverse Sensing System
  - Reverse Brake Assist
  - Post-Collision Braking
- Autolamp – Auto On/Off Headlamps

## FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
- **FordPass™ Connect (5G)**
  - 5G LTE Wi-Fi hotspot connects up to 10 devices<sup>1</sup>
  - Schedule specific times to remotely start vehicle<sup>2</sup>
  - Locate parked vehicle<sup>2</sup>
  - Check vehicle status<sup>2</sup>

**Note:** Ford Telematics is available for fleet customers, providing access to real-time OEM-grade data (including GPS tracking, vehicle health, driver behavior and other unique information) in a web based application. Learn more about our telematics products at <https://www.fordpro.com/en-us/intelligence/> or email [telematics@fordpro.com](mailto:telematics@fordpro.com), or by calling 833-327-FORD (833-327-3763)

- Hill Start Assist
- **SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)**
  - 12" LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud Connected
  - AppLink® w/App Catalog
  - 911 Assist®
  - Apple CarPlay® and Android Auto™ Compatibility
  - Digital Owner's Manual
  - Conversational Voice Command Recognition
  - Connected Navigation<sup>3</sup> (incl. 1-year trial)

<sup>1</sup> Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to [www.att.com/ford](http://www.att.com/ford)

<sup>2</sup> FordPass™ Connect (optional on select vehicles), the Ford Pass™ App., and Complimentary Connected Services are required for remote features (see FordPass™ Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

<sup>3</sup> Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation.

Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features

## FUNCTIONAL (continued)

- USB charging ports – two (2)
- USB data charging ports – two (2)

FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply

\* = New for this model year

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at [www.fleet.ford.com/get-started](http://www.fleet.ford.com/get-started).

This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

#### **Ford Power-Up software updates**

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update.

#### **WHAT IS NOT COVERED?**

##### **Damage Caused By:**

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source



**BASE PRICING:**

All bids will be paid as a lump sum in accordance with the submitted proposal below.

Multiple trucks, meeting the attached specifications (or similar), can be proposed. The city is budgeted to purchase two (2) vehicles.

TRUCK DESCRIPTION (MAKE and MODEL)	DELIVERY DATE	COLOR	TOTAL COST
2024 FORD F150 S.C. 4X4	APPROX 8-10 WEEKS	SELECTABLE	43579.88
2024 FORD F150 S.C. 4X4	APPROX 8-10 WEEKS	SELECTABLE	43579.88
	2 FOR		87159.76

**ADDITIONAL ADD-ON ITEMS:**

The city reserves the right to add any one or all of the below additional items as budget allows:

ADD-ON PACKAGE	UNITS	UNIT COST	TOTAL COST FOR 2 TRUCKS
MLP – Municipal LED Light Package (Amber, 4-way, Mini-LB)	2	360° AMBER STROBES + 592 EA	1184.00
SBL – Spray-On Bedliner (Under the Rail, Rhino)	2	TOUGH BED = 542 EA	1084.00
DEL – Delivery (FOB Hillsdale, MI)	2	ALWAYS FREE	FREE

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the details of this purchase and shall furnish all necessary materials to complete the purchase outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all that is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Certification Regarding Debarment, Suspension and Other Responsibility Matters—  
Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
  
- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF PROPOSER 

TITLE FLEET/MUNICIPAL SALES

NAME OF COMPANY STILLWELL FOND

ADDRESS 3780 W CARLETON RD

CITY HILLSDALE STATE MI ZIP CODE 49242

TELEPHONE 517-849-2121 FAX

EMAIL ROGERK@STILLWELLFOND.COM DATE 3-19-24

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** April 15, 2024  
**Agenda Item:** New Business  
**Subject:** Noise Variance Request

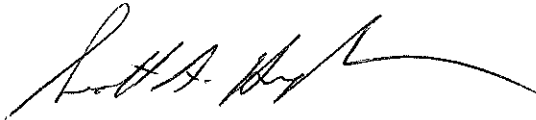
**Background:**

Courtney Hinkley has requested a noise variance for her and Garrett Adams wedding on May 18, 2024 to be held in Mrs. Stock's Park. They will be having a D.J. (Black Diamond Productions) playing from 4:00 p.m. till midnight.

**Recommendation:**

Wedding receptions with amplified music is common at this venue along with other music related events.

Scott A. Hephner



Chief of Police / Fire Chief

## Scott Hephner

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**From:** Michelle Loren  
**Sent:** Tuesday, April 9, 2024 3:39 PM  
**To:** Scott Hephner  
**Subject:** FW: Adams 5.18.24 Noise Variance Request

Could we please put this on the May 6 consent agenda. She is having a wedding. I will submit a Use Agreement as well.

Thank you,

*Michelle Loren*

City of Hillsdale  
97 North Broad Street  
Hillsdale, Michigan 49242  
517.437.6457  
Fax: 517.437.6448  
Email: [recreation@cityofhillsdale.org](mailto:recreation@cityofhillsdale.org)  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)



**From:** courtneygarrett adams [mailto:[cgadamswedding@gmail.com](mailto:cgadamswedding@gmail.com)]  
**Sent:** Tuesday, April 9, 2024 1:39 PM  
**To:** Michelle Loren <[recreation@cityofhillsdale.org](mailto:recreation@cityofhillsdale.org)>  
**Subject:** Adams 5.18.24 Noise Variance Request

Michelle,

On 5.18.24, for our wedding at Mrs. Stock's Park, we will be having a DJ - Black Diamond Productions, beginning at 4pm, and ending at midnight. For this I am requesting a noise variance request for our time at the park.

thank you,

Courtney Hinkley

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