

City Council Agenda

July 21, 2025 7:00 p.m. City Council Chambers 97 N. Broad Street Hillsdale, MI 49242

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Approval of Agenda

IV. Public Comments on Agenda Items

V. Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 3, 2025: \$1,507,855.38 2. Payroll of July 3, 2025: \$206,578.07
- B. City Council Minutes of July 7, 2025
- C. Finance Minutes of July 7, 2025
- D. Public Safety Minutes of July 1, 2025
- E. Election Commission Minutes of July 10, 2025
- F. Hillsdale College Homecoming TCO
- G. Hillsdale College Noise Variance Request
- H. HBA Light Up Parade Right of way Use Application
- I. BPU- AMP Master Services Agreement for Environmental Services
- J. BPU- Q-Mation/AVEVA SCADA Licensing/Maintenance Agreement
- K. BPU- Stack Testing

VI. Communications/Petitions

- A. Perennial Park Senior Center Update
- B. Keefer Hotel Project -Verbal Update
- C. MI SFS Grant Award
- D. MDOT TAP Grant Emails
- E. Hillsdale County Commissioner Verbal Update Doug Ingles

VII. Introduction and Adoption of Ordinances/Public Hearing

A. Ordinance - Rezoning of 335 N. West St

VIII. Old Business

IX. New Business

- A. Block Party TCO Street Closures Request
- B. Land Division Request 72 S. Broad St.
- C. Renewal of Microsoft Licensing (Sonit Systems)

X. Miscellaneous Reports

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

XI. General Public Comment

- XII. City Manager's Report
- XIII. Council Comment
- XIV. Adjournment

07/03/2025 10:24 AM User: lsergent

101-265.000-726.000

WATER - CITY HALL

DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 07/03/2025 - 07/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

		PAID			
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000 101-000.000-231.105	DUE TO MMERS-RETIREMENT CONT.	MERS	RETIREMENT CONTRIBUTIONS - 300101	14,542.59	1178
101-000.000-249.999	DUE TO OTHERS - MISCELLANEOUS	MASON, JAMES	FIRE ESCROW	24,000.00	110997
101 000.000 249.999	bel 10 official Mibellin Mibel	Total For Dept 000.000		38,542.59	110007
Dent 172 000 CIEV MANACED		iotal for Dept 000.000		50,542.55	
Dept 172.000 CITY MANAGER 101-172.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,457.16	1178
101-172.000-810.000	MEDA MEMBERSHIP DUES	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	350.00	1177
101-172.000-956.000	2025 MME WORKSHOP	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	425.00	1177
		Total For Dept 172.000 CI	ITY MANAGER	2,232.16	
Dept 175.000 ADMINISTRATIV					
101-175.000-726.000	ELECTROLYTES POWDER PACKETS]ELECTROLYTES POWDER PACKETS	18.74	110939
101-175.000-726.000	HYDRATION DRINK MIX	AMAZON CAPITAL SERVICES,		11.73	110939
101-175.000-801.000		-	, COMMERCIAL LAND APPRAISAL - 23 & 25 N E	625.00	110938
101-175.000-802.000	BROTHER PRINTER AND TONER CLERK]BROTHER PRINTER AND TONER CLERK	359.98	110939
101-175.000-802.000	TECHNICAL SERVICES	AMAZON CAPITAL SERVICES,]LENOVO PCS AND MONITORS	4,514.90	110939
101-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUP	-	VIPRE EMAIL AND TRENDMICRO RECUR (JUNE)	166.89	111027
101-175.000-802.000	SONIT NET ADMIN JUNE 25	SONIT SYSTEMS, LLC	SONIT NET ADMIN JUNE 25	125.00	111027
101-175.000-806.000	LEGAL SERVICES	LOVINGER & THOMPSON, PC	LEGAL FEES	1,935.00	110996
101-175.000-806.000	RATHBUN ARBITRATION 2024	MIKA MEYERS BECKET & JONE	ESRATHBUN ARBITRATION 2024	5,108.36	111003
		Total For Dept 175.000 AI	DMINISTRATIVE SERVICES	12,865.60	
Dept 191.000 FINANCE DEPAR 101-191.000-801.000		THE WOODHILL CROUP LLC	ACCOUNTING SERVICES - MAY 2025	3,603.05	111036
101 191.000 001.000	Accounting blavield - Mai 2023	Total For Dept 191.000 FI		3,603.05	111050
Derat 015 000 GIERY GIERY DE	חז אחת את	iotai foi bept ioi.000 fi	INANCE DELAKIMENT	5,005.05	
Dept 215.000 CITY CLERK DE 101-215.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,308.30	1178
101-215.000-726.000	CLIPS, LABELS		PAPER, CLIPS, TOWELS, TP , AIR FRESHNEF	103.78	110953
101-215.000-734.000	POSTAGE	CARD SERVICES CENTER	K. PRICE CREDIT CARD	378.20	110955
101-215.000-801.000				70.95	110936
101-215.000-801.000	PAPER SHREDDING SERVICE	ACCUSHRED, LLC	PAPER SHREDDING SERVICE		110930
		Total For Dept 215.000 CI	ITY CLERK DEPARTMENT	1,861.23	
Dept 253.000 CITY TREASURE		MEDO		171.00	1178
101-253.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101		
101-253.000-734.000	POSTAGE - PROOF OF MAILING	CARD SERVICES CENTER	M. LOREN CREDIT CARD	4.24	1177
101-253.000-964.000	2024 MSHDA ANNUAL PILOT DISTRIBU		2024 MSHDA ANNUAL PILOT DISTRIBUTION	11,931.51	110972
101-253.000-964.000	2024 MSHDA ANNUAL PILOT DISTRIBU		2024 MSHDA ANNUAL PILOT DISTRIBUTION	20,782.50	110973
101-253.000-964.000	BILLBACK FOR #006-227-280-04	HILLSDALE CO TREASURER	BILLBACK FOR #006-227-280-04	47.82	110973
101-253.000-964.000			DI2024 MSHDA ANNUAL PILOT DISTRIBUTION	5,542.88	110974
101-253.000-964.000	2024 MSHDA ANNUAL PILOT DISTRIBU	J STATE OF MICHIGAN	2024 MSHDA ANNUAL PILOT DISTRIBUTION	81,467.73	111030
		Total For Dept 253.000 CI	ITY TREASURER	119,947.68	
Dept 257.000 ASSESSING DEP					
101-257.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	2,009.57	1178
101-257.000-860.000	TRANSPORTATION & MILEAGE - FUEL	WATKINS TRANSPORT INC	DPS FUEL JUNE 2025	16.37	111047
101-257.000-956.000	TRAINING & SEMINARS	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	102.50	1177
		Total For Dept 257.000 AS	SSESSING DEPARTMENT	2,128.44	
Dept 265.000 BUILDING AND					
101-265.000-726.000			PAPER, CLIPS, TOWELS, TP , AIR FRESHNEF	189.07	110953
101-265.000-726.000	TRASH BAGS, TP	CURRENT OFFICE SOLUTIONS	TRASH BAGS, TP	66.03	110953
101 265 000 726 000		HEREDNAN COPE HARDO CEDI		11 00	110070

HEFFERNAN SOFT WATER SERVIWATER DELIVERY SERVICE

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07/03/2025 10:24 AM User: lsergent	INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 07/03/2025 - 07/03/2025			Page: 2/1	12
DB: Hillsdale		BOTH JOURNALIZED AND UN PAID	IJOURNALIZED		
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 265.000 BUILDING AND 101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	NIWATER DELIVERY SERVICE	11.90	110970
101-265.000-801.000	CITY HALL-RUGS&MATS-6/26/2025	CINTAS CORPORATION	CITY HALL-RUGS&MATS-6/26/2025	27.20	110948
101-265.000-801.000	CITY HALL-RUGS&MATS-6/19/2025	CINTAS CORPORATION	CITY HALL-RUGS&MATS-6/19/2025	27.20	110948
101-265.000-801.000	CITY HALL-RUGS & MATS-6/12/225		CITY HALL-RUGS & MATS-6/12/225	27.20	110948
101-265.000-801.000	MOP & BUFF DISPATCH OFFICE	EAST 2 WEST ENTERPRISES,	IMOP & BUFF DISPATCH OFFICE	40.00	110957
101-265.000-801.000	CITY HALL-1ST FLOOR MENS ROOM-S		CITY HALL-1ST FLOOR MENS ROOM-SERVICE&F	350.00	111024
101-265.000-850.000	OOMA FAXING EQUIP JUNE 25	OOMA, INC.	OOMA FAXING EQUIP JUNE 25	129.76	111008
101-265.000-920.000	505119616 - 97 N BROAD - CITY H	A MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 97 N BROAD	69.96	1170
101-265.000-920.000-215060) 505431439 - 22 N MANNING - MITC	H MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 22 N MANNING	96.73	1169
101-265.000-930.000	CITY HALL-BOILER INSPECTIONS &	C MICH DEPART OF LICENSING	& CITY HALL-BOILER INSPECTIONS & CERTIFIC	150.00	111020
		Total For Dept 265.000 B	JILDING AND GROUNDS	1,196.95	
Dept 270.000 HUMAN RESOURC	CES				
101-270.000-801.000	JOB POSTING - ENGINEER	CARD SERVICES CENTER	L. SERGENT CREDIT CARD	549.00	1177
101-270.000-860.000	PARKING FEE - PLANSOURCE WORKSH	O CARD SERVICES CENTER	L. SERGENT CREDIT CARD	20.00	1177
		Total For Dept 270.000 H	JMAN RESOURCES	569.00	
Dept 301.000 POLICE DEPART					
101-301.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	27,517.40	1178
101-301.000-726.000	SUPPLIES - POLICE DEPT	WALMART COMMUNITY	CREDIT CARD CHARGES - JUNE 2025	2.77	111046
101-301.000-726.000	POSTAGE	CARD SERVICES CENTER	S. HEPHNER CREDIT CARD	30.83	1177
101-301.000-730.000	PARTS FOR RADIO INSTALLATION IN		PARTS FOR RADIO INSTALLATION IN PATROL	8.77	110964
101-301.000-740.301	FUEL FOR POLICE FOR JUNE 2025	WATKINS TRANSPORT INC	FUEL FOR POLICE FOR JUNE 2025	2,617.93	111047
101-301.000-742.000	UNIFORM PANTS FOR JUNE	GALLS, LLC	UNIFORM PANTS FOR JUNE	85.99	110963
101-301.000-801.000			RN JUNE 2025 TRU PERSON LOOKUP SEARCH	75.00	111040
101-301.000-930.000 101-301.000-956.000	REPAIRS & MAINTENANCE HOSTAGE NECOTIATION TRAINING FO	NORM'S TIRE & SERVICE R PUBLIC AGENCY TRAINNING (BRAKES FOR UNIT 2-5 CCHOSTAGE NEGOTIATION TRAINING FOR NEWELI	347.38 640.00	111006 111015
101 301.000 930.000	NOSTAGE NEGOTIATION TRAINING FO	Total For Dept 301.000 PC		31,326.07	111015
Dont 226 000 EIDE DEDIDEME	1 NTFF	iotai foi Dept 301.000 fo	JLICE DEFARIMENT	51,520.07	
Dept 336.000 FIRE DEPARTME 101-336.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	7,695.40	1178
101-336.000-726.000	SUPPLIES - FIRE DEPT	WALMART COMMUNITY	CREDIT CARD CHARGES - JUNE 2025	166.28	111046
101-336.000-730.000	LIGHTS FOR FIRE UNIT	GOLDEN WEST INDUSTRIAL SU		278.14	110967
101-336.000-740.000	JUNE 2025 FIRE FUEL INVOICE	WATKINS TRANSPORT INC	JUNE 2025 FIRE FUEL INVOICE	347.87	111047
101-336.000-801.000	ANNUAL FIRE CONTRACT	LEXIPOL, LLC	ANNUAL FIRE CONTRACT	3,956.29	110992
101-336.000-920.000	502806085 - 77 E CARLETON - FIR	E MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 77 E CARLETON	90.03	1171
		Total For Dept 336.000 Fi	IRE DEPARTMENT	12,534.01	
Dept 441.000 PUBLIC SERVIC	CES DEPARTMENT				
101-441.000-716.000	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	1,939.22	1178
101-441.000-726.000	DPS-COPY PAPER	AMAZON CAPITAL SERVICES,	IDPS-COPY PAPER - PARKS-FLAG	58.99	110939
101-441.000-726.000	DPS-DUCT TAPE	GELZER HJ & SON INC	DPS-DUCT TAPE	25.96	110964
101-441.000-726.000	DPS-ANT KILLER-PUBLIC SERVICES		DPS-ANT KILLER-PUBLIC SERVICES BUILDING	12.98	110964
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV		29.75	110970
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV		11.90	110970
101-441.000-742.000	DPS-REIMBURSEMENT-CLOTHING-A.CO		DPS-CDL&CLOTHING REIMBURSEMENT-AARON CC	210.89	110935
101-441.000-742.000	DPS-CITY SHIRTS-FRANK ENGLE	POWERS CLOTHING, INC.	DPS-CITY SHIRTS-FRANK ENGLE	221.40	111014
101-441.000-801.000	DPS-RUGS&MATS-6/26/25	CINTAS CORPORATION	DPS-RUGS&MATS-SHOP-RAGS&FENDER COVERS-(34.07	110948
101-441.000-801.000	DPS-RUGS&MATS	CINTAS CORPORATION	DPS-RUGS&MATS-SHOP-RAGS-6/12/25	34.07	110948
101-441.000-801.000	DPS-RUGS&MATS	CINTAS CORPORATION	DPS-RUGS&MATS-SHOPS-RAGS-6/19/25	34.07	110948
101-441.000-955.588	DPS-REIMBURSEMENT-CDL-A.COLE	AARON COLE	DPS-CDL&CLOTHING REIMBURSEMENT-AARON CC	30.00	110935
101-441.000-955.588	DPS-PHYSICALS & DRUG SCREEN		LI DPS-PHYSICALS & DRUG SCREEN-YORK/BUMP/	315.00	110982
101-441.000-956.000	2025 DESIGNING PEDESTRIAN FACIL	I CARD SERVICES CENTER	J. BLAKE CREDIT CARD	240.00	1177

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND Dept 441.000 PUBLIC SERVI	ICES DEPARTMENT				
-		Total For Dept 441.000 PU	BLIC SERVICES DEPARTMENT	3,198.30	
Dept 567.000 CEMETERIES				-,	
101-567.000-726.000	CMETERY BASE 38X20	BECKER & SCRIVENS CONCRET		36.96	110943
101-567.000-726.000			ECEMETERY-LAKEVIEW-BUTLER FOUNDATION	759.75	110943
101-567.000-801.000 101-567.000-801.000	JUNE PORTA POT RENTAL LV AND OG MOWING CONTRACT 24-25		JUNE PORTA POT RENTALS PARKS AND OG	110.00 8,920.00	110989 111037
101-587.000-801.000	LV AND OG MOWING CONTRACT 24-23	IKC LAWN SNOW AND WOOD LL	CCEM MOWING CONTRACT 2024-2025	-	111057
		Total For Dept 567.000 CE	METERIES	9,826.71	
Dept 595.000 AIRPORT					
101-595.000-725.000	REBATE - PS FOOD STORE - ICE	CARD SERVICES CENTER	T. STEBELTON CREDIT CARD	(0.05)	1177
101-595.000-726.000 101-595.000-740.000	ICE DIESEL FUEL DELIVERY	CARD SERVICES CENTER BRINER OIL CO, INC	T. STEBELTON CREDIT CARD DIESEL FUEL DELIVERY	4.98 529.78	1177 110946
101 353.000 740.000	DIESED FOED DEDIVERT	BRINER OIL CO, INC			110040
		Total For Dept 595.000 AI	RPORT	534.71	
Dept 701.000 PLANNING DEP				4 005 50	1150
101-701.000-716.000 101-701.000-726.000	RETIREMENT SUPPLIES - ROAD DIET FORUM	MERS WALMART COMMUNITY	RETIREMENT CONTRIBUTIONS - 300101 CREDIT CARD CHARGES - JUNE 2025	1,397.50 11.32	1178 111046
101-701.000-801.372	CONTRACTUAL SERVICES - CODE ENFO		K. THOMAS CREDIT CARD	223.44	111048
101-701.000-860.000	TRANSPORTATION & MILEAGE - FUEL		DPS FUEL JUNE 2025	16.37	111047
101-701.000-860.000	TRANSPORTATION & MILEAGE	CARD SERVICES CENTER	K. THOMAS CREDIT CARD	7.00	1177
		Total For Dept 701.000 PL	ANNING DEPARTMENT	1,655.63	
Dept 756.000 PARKS					
101-756.000-726.000	PARKS-AMERICAN FLAG		DPS-COPY PAPER - PARKS-FLAG	59.98	110939
101-756.000-726.000 101-756.000-726.000	PARKS-F.O.DKEY#3 SANDY BEACH-KEY OPP PROJECT-ROLI	GELZER HJ & SON INC	PARKS-F.O.DKEY#3 PARKS-SANDY BEACH-KEY OPP PROJECT-ROLLE	2.09 35.16	110964 110964
101-756.000-726.000	PARKS-SANDY BEACH-SPONGER&CLEAN		PARKS-SANDI BEACH-SPONGER&CLEANER	12.78	110964
101-756.000-726.000	PARKS-SANDY BEACH-CLEANER&MOP	GELZER HJ & SON INC	PARKS-SANDY BEACH-CLEANER&MOP	28.98	110964
101-756.000-726.000	PARKS-SPINDLES&LUMBER-STOCKS PAR	R JONESVILLE LUMBER	PARKS-SPINDLES&LUMBER-STOCKS PARK BRIDG	48.21	110983
101-756.000-726.000	PARKS-OWENS-FAUCET-PAVILLION#1	MID-CITY SUPPLY CO. INC	PARKS-OWENS-FAUCET-PAVILLION#1	20.51	33
101-756.000-801.000	WATER PUMP - OWENS PARK		NPARKS-WATER PUMP - OWENS PARK	3,113.93	110942
101-756.000-801.000	PARKS-OWENS-TRIM/REMOVAL/CHIP	LONSBERY, JEFFREY	PARKS-OWENS-TRIM/REMOVAL/CHIP	2,025.00	110951
101-756.000-801.000	F.O.DIRRIGATION START-UP & REI		F.O.DIRRIGATION START-UP & REPAIRS	675.00	110977
101-756.000-801.000 101-756.000-801.000	JUNE PORTA POT RENTAL F.O.DPORTAPOT RENTALS-JUNE		JUNE PORTA POT RENTALS PARKS AND OG F.O.DPORTAPOT RENTALS-JUNE	2,105.00 280.00	110989 110989
101 /00.000 001.000		Total For Dept 756.000 PA		8,406.64	110909
		Total For Fund 101 GENERA		250,428.77	
Fund 202 MAJOR ST./TRUNKI	LINE FUND	10041 FOI FUNG IVE OUNDIG	2 2002	200,120.11	
Dept 450.000 STREET SURFA					
202-450.000-726.000	HOTMIX ASHPALT MAJOR STREETS	GERKEN MATERIAL, INC	HOTMIX ASPHALT	562.02	110965
202-450.000-726.000	STREETS-SURFACE-2.39TONS	GERKEN MATERIAL, INC	STREETS-3.74 TONS-COMMERCIAL SURFACE	186.42	110965
202-450.000-726.000 202-450.000-726.000	STREETS-2.51TONS-SURFACE-PATCH STREETS-6.54TONS-SURFACE	GERKEN MATERIAL, INC GERKEN MATERIAL, INC	STREETS-11.01TONS-COMMERCIAL SURFACE STREETS-9.17TONS-COMMERCIAL SURFACE	193.63 510.12	110965 110965
202-450.000-801.000	ASPHALT AND CONCRETE CRUSHING	MIERZWA CRUSHING LLC	CONCRETE AND ASPHALT CRUSHING	27,500.00	111002
		Total For Dept 450.000 ST		28,952.19	
Dept 460.000 R.O.W. MAINI	TENANCE	-			
202-460.000-726.000	DPS-R.O.WWEDGE IRRIGATION	AMERICAN COPPER AND BRASS	,DPS-R.O.WWEDGE IRRIGATION	39.17	110940
202-460.000-726.000	DPS-R.O.WWEDGE IRRIGATION	GELZER HJ & SON INC	DPS-R.O.WWEDGE IRRIGATION	41.85	110964
202-460.000-726.000	DPS-R.O.WWEDGE IRRIGATION	GELZER HJ & SON INC	DPS-R.O.WWEDGE IRRIGATION	7.49	110964

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BOTH JOURNALIZED AND UNJOURNALIZED

PAID

Fund 202 MAJOR ST./TRUNKLINE FUND		
Don't 460,000 D. O. M. MAINTENIANOE		
Dept 460.000 R.O.W. MAINTENANCE 202-460.000-726.000 DPS-R.O.WWEDGE IRRIGATION GELZER HJ & SON INC DPS-R.O.WWEDGE IRRIGATION	66.15	110964
Total For Dept 460.000 R.O.W. MAINTENANCE 1	54.66	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND 29,1	06.85	
Fund 203 LOCAL STREET FUND		
Dept 444.000 SIDEWALKS 203-444.000-801.000 SIDEWALK REPAIR LYNWOOD @ S. HOW DRY MAR TRUCKING & DIRTWOFDPS-SIDEWALKS-LYNWOOD&HOWELL-FLAG&ADA F 8	00.00	110956
Total For Dept 444.000 SIDEWALKS 8	00.00	
203-450.000-726.000STREETS-SURFACE-1.35TONSGERKEN MATERIAL, INCSTREETS-3.74 TONS-COMMERCIAL SURFACE1203-450.000-726.000STREETS-8.5TONS-SURFACEGERKEN MATERIAL, INCSTREETS-11.01TONS-COMMERCIAL SURFACE6	76.81 05.30 54.14 05.14	110965 110965 110965 110965
	00.00	111002
Total For Dept 450.000 STREET SURFACE 24,5	41.39	
Dept 480.000 DRAINAGE 203-480.000-726.000 DPS-DRAINAGE-MONROSE STREET-MANH BECKER & SCRIVENS CONCRETEDPS-DRAINAGE-MONROSE STREET-MANHOLE COV 2	53.50	110943
Total For Dept 480.000 DRAINAGE 2	53.50	
Dept 490.000 TRAFFIC 203-490.000-726.000 DPS-STREET SIGNS WESTWOOD PROJEC DORNBOS SIGN & SAFETY INC DPS-STREET SIGNS WESTWOOD PROJECT 1,0	16.65	110954
Total For Dept 490.000 TRAFFIC 1,0	16.65	
Total For Fund 203 LOCAL STREET FUND 26,6	11.54	
Fund 208 RECREATION FUND		
208-751.000-726.000BASEBALLS AND SOFTBALLSGELZER HJ & SON INCBASEBALLS AND SOFTBALLS1208-751.000-726.000SOFTBALLSGELZER HJ & SON INCSOFTBALLS1208-751.000-726.000BASEBALLSGELZER HJ & SON INCBASEBALLS1	41.61 17.97 53.99 95.96 47.22	1178 110964 110964 110964 111043
208-751.000-801.008 UMPIRING JACE LENNOX UMPIRING 7 208-751.000-801.008 UMPIRING KENNETH D. PAGE UMPIRING 2 208-751.000-801.008 UMPIRING LARRY OWENS UMPIRING 7 208-751.000-801.008 UMPIRING TRAVIS LEE STUKEY UMPIRING 8	9.79 29.83 00.00 10.00 00.00 30.00	110975 110988 110979 110986 110990 111041
	55.00	111049
	91.37	
	91.37	
Fund 247 TAX INCREMENT FINANCE ATH. Dept 900.000 CAPITAL OUTLAY 247-900.000-801.000-215004 TIFA BEAUTIFICATION FLOWER POTS HILLSDALE BREWING COMPANY TIFA BEAUTIFICATION FLOWER POTS 2,1	14.70	110971
	14.70	
Total For Fund 247 TAX INCREMENT FINANCE ATH. 2,1	14.70	

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BOTH JOURNALIZED AND UNJOURNALIZED

PAID

		PAID			
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 271 LIBRARY FUND					
Dept 000.000					
271-000.000-123.000			ROJANNUAL FIRE PROTECTION AGREEMENT	1,173.86	11098
271-000.000-123.000			RAFMCLS ANNUAL MEMBERSHIP FY25-26	125.00	11100
271-000.000-123.000	JULY/AUGUST AD	SIMPLY HERS MAGAZINE	JULY/AUGUST AD	210.00	11102
		Total For Dept 000.000		1,508.86	
Dept 790.000 LIBRARY 271-790.000-726.000	LAMINATING SHEETS AND BATHROO	M S AMAZON CAPITAL SERVICES	, ILAMINATING SHEETS AND BATHROOM SUPPLIES	92.92	11093
271-790.000-726.000	WATER - LIBRARY		RVIWATER DELIVERY SERVICE	12.00	11093
271-790.000-726.000	WATER - LIBRARY		RVIWATER DELIVERY SERVICE	5.95	11097
271-790.000-726.000	LABELS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	53.60	11007
271-790.000-801.000	WATER COOLER RENTAL	HEFFERNAN SOFT WATER SER		12.00	11097
271-790.000-802.000			, ISURGE PROTECTORS FOR PUBLIC PCS	29.61	11093
				37.08	
271-790.000-802.000	VIPRE EMAIL AND TRENDMICRO RE		VIPRE EMAIL AND TRENDMICRO RECUR (JUNE)		11102
271-790.000-802.000	SONIT NET ADMIN JUNE 25	SONIT SYSTEMS, LLC	SONIT NET ADMIN JUNE 25	750.00	11102
271-790.000-850.000	OOMA FAXING EQUIP JUNE 25	OOMA, INC.	OOMA FAXING EQUIP JUNE 25	64.88	111008
271-790.000-920.000	503691550 - 12 N MANNING - LI		NATURAL GAS UTILITY - 12 N MANNING	58.21	1173
271-790.000-970.000	CARPET IN CHILDRENS/MEETING F		CARPET REPLACEMENT IN YOUTH AND MEETING	22,360.00	11102
271-790.000-982.000	BOOKS - MAY25 ADULT	INGRAM LIBRARY SERVICES		19.21	110978
271-790.000-982.000	BOOKS - MAY25 ADULT	INGRAM LIBRARY SERVICES		54.37	110978
271-790.000-982.000	BOOKS - JUN25 ADULT	INGRAM LIBRARY SERVICES		376.94	110978
271-790.000-982.000	BOOKS - JUN25 ADULT	INGRAM LIBRARY SERVICES	BOOKS - JUN25 ADULT	107.69	110978
271-790.000-982.000	BOOKS JUN25 ADULT	INGRAM LIBRARY SERVICES		16.50	110978
271-790.000-982.000	RETURN	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	(9.99)	117
271-790.000-982.002	BOOKS - LOST/DAMAGED	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	92.93	117
		Total For Dept 790.000 1	LIBRARY	24,133.90	
Dept 792.000 LIBRARY - 0					
271-792.000-726.000	PROGRAMS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	19.95	117
271-792.000-726.010	SUPPLIES - SUMMER READING	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	282.25	117
271-792.000-982.000	DORK DIARIES REPLACEMENT	AMAZON CAPITAL SERVICES,	, JDORK DIARIES REPLACEMENT	6.56	110939
271-792.000-982.000	YOUTH BOOK REPLACEMENTS	AMAZON CAPITAL SERVICES,	, IYOUTH BOOK REPLACEMENTS	50.62	11093
271-792.000-982.000	RETURN OF DORK DIARIES #2	AMAZON CAPITAL SERVICES,	,]RETURN OF DORK DIARIES #2	(6.13)	110939
271-792.000-982.000	BOOKS - MAY25CHI	INGRAM LIBRARY SERVICES	BOOKS - MAY25CHI	23.82	110978
271-792.000-982.000	BOOKS - JUN25 CHI	INGRAM LIBRARY SERVICES	BOOKS - JUN25 CHI	636.86	110978
271-792.000-982.000	BOOKS - JUN25 CHILD	INGRAM LIBRARY SERVICES	BOOKS - JUN25 CHILD	22.20	110978
271-792.000-982.000	BOOKS - JUN25 CHI	INGRAM LIBRARY SERVICES	BOOKS - JUN25 CHI	12.17	110978
271-792.000-982.000	BOOKS - JUN25 CHI	INGRAM LIBRARY SERVICES		12.18	110978
271-792.000-982.000	BOOKS	CARD SERVICES CENTER	R. DOBSKI CREDIT CARD	75.53	117
		Total For Dept 792.000 1	LIBRARY - CHILDREN'S AREA	1,136.01	
		Total For Fund 271 LIBRA	ARY FUND	26,778.77	
Fund 401 CAPITAL IMPROVI					
Dept 900.000 CAPITAL OU: 401-900.000-975.038	ILAY CITY HALL IMPROVEMENTS	DRY MAR TRUCKING & DIRT	NOF CITYHALL-TEAR OUT & REPLACE SIDEWALK	5,893.00	11095
		Total For Dept 900.000 (CAPITAL OUTLAY	5,893.00	
		Total For Fund 401 CAPI		5,893.00	
Fund 408 FIELDS OF DREAM	MS	local for rand for CALL.		0,000.00	
Dept 751.000 RECREATION 408-751.000-801.000		TAT HOOP LAWN & SNOW. I.I.C	PARKS-FIELDS OF DREAMS-FERTILIZING	1,436.00	11097
100 /01.000 001.000	LINKS FILLDS OF DREAMS FERTIL	Let noor many a brow, the		1,100.00	11001

Total For Dept 751.000 RECREATION DEPARTMENT

1,436.00

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	PAID					
GL Number I	Invoice Line Desc	Vendor	Invoice Description	Amount	Check	
Fund 408 FIELDS OF DREAMS						
		Total For Fund 408 FIELDS	OF DREAMS	1,436.00		
Fund 409 STOCK'S PARK				,		
Dept 756.000 PARKS						
409-756.000-726.000	SUMMER CONCERT GATE SIGN	STOCKHOUSE CORPORATION	SUMMER CONCERT GATE SIGN	125.00	11103	
	AUDIO SYSTEM SUPPORT-CONCERT IN		AUDIO SYSTEM SUPPORT-CONCERT IN THE PAF	1,400.00	1109	
	CONCERT IN THE PARK	GREG WHALEN	CONCERT IN THE PARK	400.00	1109	
	CONCERT IN THE PARK	HALEY HOUTZ	CONCERT IN THE PARK	400.00	1109	
	CONCERT IN THE PARK	GINGER MOORE	CONCERT IN THE PARK	400.00	11100	
409-756.000-801.000	CONCERT IN THE PARK	TOWN & COUNTRY CHORUS	CONCERT IN THE PARK	400.00	11103	
		Total For Dept 756.000 PA	RKS	3,125.00		
		Total For Fund 409 STOCK'	S PARK	3,125.00		
Fund 582 ELECTRIC FUND						
Dept 000.000						
	CONDUIT - 2" PVC SCHEDULE 4	KENDALL ELECTRIC	INVENTORY	1,480.16	11098	
	WIRE - URD - 4/0 TRIPLEX (POWER LINE SUPPLY	WIRE FOR 3 MEADOWS	39,623.00	11101	
	KVSU-34	POWER LINE SUPPLY	INVENTORY	645.33	1110:	
	SOCKET - 4 TERM 320 AMP URD	POWER LINE SUPPLY	INVENTORY	2,800.31	1110:	
	BRACKET - LARGE T	POWER LINE SUPPLY	INVENTORY	607.33	1110	
	CROSSARM WOOD BRACE - STAND	POWER LINE SUPPLY	INVENTORY	4,564.19	1110	
	TRANSFORMER TAGS	POWER LINE SUPPLY	TRANSFORMER TAGS	216.14	1110	
582-000.000-158.000-201009 1			IF PADMOUNT TRANSFORMERS FOR INVENTORY	3,800.00	1110	
582-000.000-158.000-201009 2		T & R ELECTRIC SUPPLY COM		11,570.94	1110	
	C.O. TO FINISH XFMR AND SWITCHGE		CHANGE ORDER TO FINISH IND SUB PROJECT	7,523.00	1110	
	4ENBK1	BLOOD, JACQUELINE L	UB refund for account: 021560	53.30	1109	
	4ENBK1	BLOSSOM, TIM L	UB refund for account: 013627	25.50	1109	
	4ENBK1	BROOKS, PRESTON M	UB refund for account: 024328	75.00	1109	
	4PCA	FLECHLER, KENNETH N	UB refund for account: 012448	65.95	1109	
	4ENBK1	GOBBA, SAMANTHA J	UB refund for account: 023475	16.12	1109	
	4CCH	HITES, RICHARD R	UB refund for account: 015238	170.00	1109	
	4CCH	LEON, JAVIER J.L.	UB refund for account: 012115	3.19	1109	
	4CCH	LINDE, TATUM A	UB refund for account: 025790	30.74 46.00	1109	
	4CCH		UB refund for account: 026737		11099	
	4ENBK1	MELLORS, WILLIAM H	UB refund for account: 026917	122.70	1109	
	ROUND	TAYLOR, LISA L	UB refund for account: 020117 UB refund for account: 018847	55.64 27.92	11103 11103	
	4CCH CITY SHARE OF AMP ASSETS	TOWN, GLORIA J MICHIGAN SOUTH CENTRAL PC	W MSCPA MEMBER POWER BILLING - MAY 2025	10,000.00	1110.	
		Total For Dept 000.000		83,522.46		
Dept 175.000 ADMINISTRATIVE	SERVICES	101 20pt 000.000				
	RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	21,179.21	117	
	11X17 PAPER AND LEGAL PAPER		111X17 PAPER AND LEGAL PAPER	85.12	11093	
	HYDRATION DRINK MIX	AMAZON CAPITAL SERVICES,		11.73	1109	
			COPIES/CONTRACT BILLING - JUNE 2025	88.72	1109	
	POSTAGE SUPPLIES	QUADIENT FINANCE USA, INC		500.00	11103	
	WATER 45 MONROE ST	RUPERT'S CULLIGAN	WATER 45 MONROE ST	19.50	1110	
	WATER 45 MONROE SI WATER	CARD SERVICES CENTER	B. JANES CREDIT CARD	139.44	1110	
	MATER MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	2.50	1109	
	MAIS - 45 MONROE SI MATS - 45 MONROE ST	CINTAS CORPORATION CINTAS CORPORATION	MATS - 45 MONROE ST MATS - 45 MONROE ST	2.50	1109	
	TE HOMON OF					
	MATS - 45 MONROF ST	CINTAS CORPORATION				
582-175.000-801.000 N	MATS - 45 MONROE ST COPIES/CONTRACT BILLING - JUNE	CINTAS CORPORATION CURRENT OFFICE SOLUTIONS	MATS - 45 MONROE ST COPIES/CONTRACT BILLING - JUNE 2025	2.50 138.13	11094 11095	

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GL Number	Invoice Line Desc	PAID Vendor	Invoice Description	Amount	Check #	
Fund 582 ELECTRIC FUND						
Dept 175.000 ADMINISTRATIV				10 50	110050	
582-175.000-801.000 582-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025 BPU BOARD MEETING PER DIEM - JUNE 2025	12.50 12.50	110958 110980	
582-175.000-801.000			FOR BOARD MEETING PER DIEM - JUNE 2023 FCOMMISSION PAID FOR COLLECTIONS JUNE 2(71.23	1110980	
582-175.000-801.000			FUEB ACCESS/UTILITY EXCHANGE - JUNE 2025	41.64	111007	
582-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025	12.50	111012	
582-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025	12.50	111031	
582-175.000-801.000	ACCOUNTING SERVICES - MAY 2025			1,801.53	111036	
582-175.000-802.000	LENOVO PCS AND MONITORS	AMAZON CAPITAL SERVICES,	ILENOVO PCS AND MONITORS	2,210.54	110939	
582-175.000-802.000	IPHONE CASES AND SCREEN PROTECTO	AMAZON CAPITAL SERVICES,	IIPHONE CASES AND SCREEN PROTECTORS	74.21	110939	
582-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECUP		VIPRE EMAIL AND TRENDMICRO RECUR (JUNE)	83.45	111027	
582-175.000-802.000	SONIT NET ADMIN JUNE 25	SONIT SYSTEMS, LLC	SONIT NET ADMIN JUNE 25	500.00	111027	
582-175.000-802.000	MILSOFT DISSPATCH LICENSE 7-25		MILSOFT DISSPATCH LICENSE 7-25	275.63	111044	
582-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 7-		IVR POOLED MONTHLY OUTAGE SUB 7-25	252.68	111044	
582-175.000-850.000 582-175.000-970.000	OOMA FAXING EQUIP JUNE 25 FLOORING	OOMA, INC. COUNTRY CARPETS, LLC	OOMA FAXING EQUIP JUNE 25 FLOORING	32.44 1,372.00	111008 110952	
	GBIC AND FIBER PATCH CABLES	-	IGBIC AND FIBER PATCH CABLES	385.64	110932	
582-175.000-970.000-215071		AMAZON CAPITAL SERVICES,		8.00	110939	
	CAPITAL OUTLAY - GPS SOFTWARE &			224.50	110939	
	CAPITAL OUTLAY - GPS SOFTWARE &		SHIPPING FOR GPS UNIT	25.00	111044	
582-175.000-970.000-215071	ASTERI X4I GPS COMBO	MILSOFT	ASTERI X4I GPS COMBO	3,280.00	111044	
		Total For Dept 175.000 AD	MINISTRATIVE SERVICES	32,870.34		
Dept 543.000 PRODUCTION						
582-543.000-739.000		MICHIGAN SOUTH CENTRAL PO	VMSCPA MEMBER POWER BILLING - MAY 2025	838,912.57	1179	
582-543.000-801.000	ENVIRONMENTAL SERVICE SSMP	-	ENVIRONMENTAL SERVICE SSMP	220.00	110941	
582-543.000-930.060	WATER PUMP STAND PP	WHITE'S WELDING SERVICE	WATER PUMP STAND PP	425.00	111048	
		Total For Dept 543.000 PR	ODUCTION	839,557.57		
Dept 544.000 DISTRIBUTION						
582-544.000-726.000	SUPPLIES	KSS ENTERPRISES	SUPPLIES	136.90	110987	
582-544.000-726.800	HOLE SAW SET GAFF GUARDS	GELZER HJ & SON INC	HOLE SAW SET GAFF GUARDS	89.99 85.00	110964 111013	
582-544.000-726.800 582-544.000-726.800	BLOCKS STRINGING 7"	POWER LINE SUPPLY POWER LINE SUPPLY	TOOLS	2,256.00	111013	
582-544.000-726.800	FILTER AND PLUG	SPRATT'S TRADING POST INC		2,230.00	111013	
582-544.000-726.800	CHAINSAW PARTS	SPRATT'S TRADING POST INC		20.98	111028	
582-544.000-730.000	OIL CHANGE SERVICE PICKUP	ADKINS AUTOMOTIVE LLC	OIL CHANGE SERVICE PICKUP	72.17	110937	
582-544.000-730.000	HITCHPIN, SHACKLE,	FAMILY FARM & HOME	HITCHPIN, SHACKLE,	41.97	110960	
582-544.000-730.000	FIX TIRE DUMP	NORM'S TIRE & SERVICE	FIX TIRE DUMP	50.00	111006	
582-544.000-730.000	SPARK PLUG	PERFORMANCE AUTOMOTIVE	SPARK PLUG PULLING TRAILER	7.02	111010	
582-544.000-730.000	WIPERS AND WASHER FLUID	PERFORMANCE AUTOMOTIVE	WIPERS AND WASHER FLUID	44.67	111010	
582-544.000-740.000	BPU JUNE 2025 FUEL	WATKINS TRANSPORT INC	BPU JUNE 2025 FUEL	1,612.11	111047	
582-544.000-740.000	FUEL - JMAP GRADUATION	CARD SERVICES CENTER	J. HAMMEL CREDIT CARD	52.50	1177	
582-544.000-740.300	504504154 - 201 WATERWORKS XX -		NATURAL GAS UTILITY - 201 WATERWORKS XX	23.28	1175	
582-544.000-740.400 582-544.000-801.000	504504154 - 201 WATERWORKS XX - WEED CONTROL	RIGHT WAY CONTROL, LLC	NATURAL GAS UTILITY - 201 WATERWORKS XX WEED CONTROL SUBS AND POND	23.29	1175	
582-544.000-801.000 582-544.000-920.000	504504154 - 201 WATERWORKS - PP	-	NATURAL GAS UTILITY - 201 WATERWORKS	3,900.00 43.91	111021 1174	
582-544.000-930.000	STREET LIGHT REPAIR	AMERICAN COPPER AND BRASS		35.02	110940	
582-544.000-930.000	SAND AND CRUSHED CONCRETE		F SAND AND CRUSHED CONCRETE	71.90	110943	
582-544.000-930.000	HARDWARE	GELZER HJ & SON INC	HARDWARE	1.65	110943	
582-544.000-930.000	SIILICONE CAULK	GELZER HJ & SON INC	SIILICONE CAULK	23.88	110964	
582-544.000-930.000	SPRAY LUBE	PERFORMANCE AUTOMOTIVE	SPRAY LUBE	39.17	111010	
582-544.000-930.546	REPAIR SUBSTATION FANS	AMERICAN COPPER AND BRASS	,REPAIR SUBSTATION FANS	19.66	110940	
E00 E44 000 000 E4C	UND UPPNOUDA NUMA DALMA	DINITY DIDN & HOND			110000	

FAMILY FARM & HOME HAND WRENCHES NUTS BOLTS

74.75

110960

582-544.000-930.546

HAND WRENCHES NUTS BOLTS

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		PAID			
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC FUND					
Dept 544.000 DISTRIBUTION		OFFERE HE CON THE		12.00	11000
582-544.000-930.546	CAULK	GELZER HJ & SON INC	CAULK	13.08	110964
582-544.000-956.000	HOTEL FOR RENO SMITH DURING TRAI HOTEL FOR JOSH REICHHART DURING		HOTEL FOR RENO SMITH DURING TRAINING	472.50 472.50	110950 110950
582-544.000-956.000 582-544.000-956.000	HOTEL FOR JOSH REICHHART DURING		HOTEL FOR JOSH REICHHART DURING TRAININ HOTEL FOR JOSH REICHHART DURING TRAININ	472.50	110950
562-544.000-956.000	HOTEL FOR JOSH REICHHART DURING				110950
		Total For Dept 544.000 I	JISTRIBUTION	10,165.18	
		Total For Fund 582 ELECT	TRIC FUND	966,115.55	
Fund 588 DIAL A RIDE Dept 596.000 DIAL-A-RIDE					
588-596.000-730.000	DART-BRAKE PADS 59	PERFORMANCE AUTOMOTIVE	DART-BRAKE PADS 59	165.50	111010
588-596.000-730.000	DART-BRAKE ROTOR 59	PERFORMANCE AUTOMOTIVE	DART-BRAKE ROTOR 59	313.21	111010
588-596.000-730.000	DART-BRAKE ROTOR EXCHANGE	PERFORMANCE AUTOMOTIVE	DART-BRAKE ROTOR EXCHANGE	(87.45)	111010
588-596.000-740.000	DART-FUEL-JUNE 2025	WATKINS TRANSPORT INC	DART-FUEL-JUNE 2025	1,947.79	111047
588-596.000-801.000	DART-MATS & RUGS 6/12/2025	CINTAS CORPORATION	DART-MATS & RUGS 6/12/2025	24.24	110948
588-596.000-801.000	DART-CHARGE AC 61	HILLSDALE COMMUNITY SCHO		111.38	110940
588-596.000-801.000	DART-ALIGNMENT-DART 61	MICHIGAN MD ALIGNMENT	DART-ALIGNMENT-DART 61	842.56	111000
			LC.DART-A/C COMPRESSOR & SYSTEM FLUSH-61	1,217.49	111000
588-596.000-801.000 588-596.000-920.000	507035798 - 981 DEVELOPMENT DR -		NATURAL GAS UTILITY - 981 DEVELOPMENT I	47.20	111011
		Total For Dept 596.000 I	DIAL-A-RIDE	4,581.92	
		Total For Fund 588 DIAL	A RIDE	4,581.92	
Fund 590 SEWER FUND					
Dept 000.000				11 01	110044
590-000.000-202.100	SCCH	BLOOD, JACQUELINE L	UB refund for account: 021560	11.01	110944
590-000.000-202.100	SCCH	BLOSSOM, TIM L	UB refund for account: 013627	32.75	110945
590-000.000-202.100	SBK1	FLECHLER, KENNETH N	UB refund for account: 012448	62.92	110963
590-000.000-202.100	SCCH	GOBBA, SAMANTHA J	UB refund for account: 023475	21.13	110960
590-000.000-202.100	SCCH	LEON, JAVIER J.L.	UB refund for account: 012115	3.97	110991
590-000.000-202.100	SCCH	LINDE, TATUM A	UB refund for account: 025790	21.44	110993
		Total For Dept 000.000		153.22	
Dept 175.000 ADMINISTRATIV 590-175.000-716.000	E SERVICES RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 300101	2,851.35	1178
590-175.000-726.000	ELECTROLYTES POWDER PACKETS		,]ELECTROLYTES POWDER PACKETS	37.49	110939
590-175.000-726.000	11x17 PAPER AND LEGAL PAPER		, 111X17 PAPER AND LEGAL PAPER	42.56	110939
590-175.000-726.000	HYDRATION DRINK MIX	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,		11.73	110939
590-175.000-726.000			S COPIES/CONTRACT BILLING - JUNE 2025	44.36	110953
	POSTAGE SUPPLIES			250.00	110953
590-175.000-726.000		QUADIENT FINANCE USA, IN RUPERT'S CULLIGAN			
590-175.000-726.000	WATER 45 MONROE ST		WATER 45 MONROE ST	9.75	111023
590-175.000-726.000	WATER	CARD SERVICES CENTER	B. JANES CREDIT CARD	69.72	1177
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	110948
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	110948
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS - 45 MONROE ST	1.25	110948
590-175.000-801.000			S COPIES/CONTRACT BILLING - JUNE 2025	69.06	11095
590-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025	6.25	110955
590-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025	6.25	110958
590-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN	N JEREMIAH JASON HODSHIRE	BPU BOARD MEETING PER DIEM - JUNE 2025	6.25	110980
590-175.000-801.000	COMMISSION PAID FOR COLLECTIONS	ONLINE INFORMATION SERVI	ICECOMMISSION PAID FOR COLLECTIONS JUNE 20	35.61	111007
590-175.000-801.000	WEB ACCESS/UTILITY EXCHANGE - JU	IONLINE INFORMATION SERVI	ICEWEB ACCESS/UTILITY EXCHANGE - JUNE 2025	20.82	111007
	MED HECEBOD, CITETIT ENCHANCE CC	, outpring run ordening oppion			
590-175.000-801.000	BPU BOARD MEETING PER DIEM - JUN		BPU BOARD MEETING PER DIEM - JUNE 2025	6.25	111012

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GL Number	Invoice Line Desc	PAID Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 175.000 ADMINISTRATIV 590-175.000-801.000	E SERVICES ACCOUNTING SERVICES - MAY 2025	THE WOODHILL CROUP IIC	ACCOUNTING SERVICES - MAY 2025	900.76	111036
590-175.000-802.000	LENOVO PCS AND MONITORS	AMAZON CAPITAL SERVICES,		1,105.27	110939
590-175.000-802.000			I IPHONE CASES AND SCREEN PROTECTORS	37.11	110939
590-175.000-802.000	VIPRE EMAIL AND TRENDMICRO RECU		VIPRE EMAIL AND TRENDMICRO RECUR (JUNE)	41.72	111027
590-175.000-802.000	SONIT NET ADMIN JUNE 25	SONIT SYSTEMS, LLC	SONIT NET ADMIN JUNE 25	250.00	111027
590-175.000-802.000	MILSOFT DISSPATCH LICENSE 7-25		MILSOFT DISSPATCH LICENSE 7-25	137.81	111044
590-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 7.	- MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 7-25	125.00	111044
590-175.000-850.000	OOMA FAXING EQUIP JUNE 25	OOMA, INC.	OOMA FAXING EQUIP JUNE 25	16.22	111008
590-175.000-970.000	FLOORING	COUNTRY CARPETS, LLC	FLOORING	686.00	110952
590-175.000-970.000-215045	GBIC AND FIBER PATCH CABLES	AMAZON CAPITAL SERVICES,	IGBIC AND FIBER PATCH CABLES	128.55	110939
590-175.000-970.000-215071	IPAD CASE FOR GPS	AMAZON CAPITAL SERVICES,	IIPAD CASE FOR GPS	7.98	110939
590-175.000-970.000-215071	CAPITAL OUTLAY - GPS SOFTWARE &	AMAZON CAPITAL SERVICES,	IIPAD FOR GPS	224.50	110939
590-175.000-970.000-215071	CAPITAL OUTLAY - GPS SOFTWARE &	MILSOFT	SHIPPING FOR GPS UNIT	12.50	111044
590-175.000-970.000-215071	ASTERI X4I GPS COMBO	MILSOFT	ASTERI X4I GPS COMBO	1,640.00	111044
		Total For Dept 175.000 AD	MINISTRATIVE SERVICES	8,790.87	
Dept 546.000 OPERATIONS					
590-546.000-726.008	NITRILE GLOVES	LOU'S GLOVES, INC	NITRILE GLOVES	157.00	110995
590-546.000-726.800	SUPPLIES	KSS ENTERPRISES	SUPPLIES	68.45	110987
590-546.000-726.800	DISTILLED LAB WATER - 101 W GAL		DISTILLED LAB WATER - 101 W GALLOWAY	27.00	111023
590-546.000-727.800	FERROUS CHLORIDE DELIVERY	PVS TECHNOLOGIES, INC.	FERROUS CHLORIDE DELIVERY	4,264.60	111017
590-546.000-740.000	BPU JUNE 2025 FUEL	WATKINS TRANSPORT INC	BPU JUNE 2025 FUEL	420.47	111047
590-546.000-801.000	WWTP SULFATE CHLORIDE	MERIT LABORATORIES	WWTP SULFATE CHLORIDE	53.00	110999
590-546.000-801.000	BEF TESTING	MERIT LABORATORIES	BEF TESTING	3,279.00	110999
590-546.000-801.000	BEF TESTING	MERIT LABORATORIES	BEF TESTING	1,093.00	110999
590-546.000-930.000	NORGREN, FILTER ELEMENT SERIES		NORGREN, FILTER ELEMENT SERIES 73, 40UM	182.92	110985
590-546.000-930.000	OIL AND FILTER HD V BELTS	PERFORMANCE AUTOMOTIVE PERFORMANCE AUTOMOTIVE	OIL AND FILTER HD V BELTS	61.00 56.76	111010 111010
590-546.000-930.000				350.00	111010
590-546.000-930.000 590-546.000-930.950	WASTEWATER PLANT SCADA WORK ELECTRICAL PARTS FOR LIFT STATIO	UIS SCADA, INC.	WASTEWATER PLANT SCADA WORK ELECTRICAL PARTS FOR LIFT STATION	82.79	11042
	SEWER SPOT REPAIR CONTRACT		SEWER REPAIRS- APPROVED BY BOARD/COUNCI	93,122.73	111009
					111000
Dept 547.000 TREATMENT		Total For Dept 546.000 OP	ERATIONS	103,218.72	
590-547.000-740.000	FUEL	CARD SERVICES CENTER	D. MACKIE CREDIT CARD	33.67	1177
590-547.000-930.000	REPAIRS & MAINTENANCE	AMERICAN COPPER AND BRASS		108.54	110940
590-547.000-930.000			,2 IN FM CAM LOCK HOSE CONNECTOR	20.06	110940
590-547.000-930.000	FLAP DISC / CUT OFF WHEEL / GLOV		FLAP DISC / CUT OFF WHEEL / GLOVES	131.37	111005
		Total For Dept 547.000 TR	EATMENT	293.64	
		Total For Fund 590 SEWER	FUND	112,456.45	
Fund 591 WATER FUND					
Dept 000.000	0			1 100 00	110050
591-000.000-110.000	SLEEVE - 6 X 20 SS REPAIR DI	ETNA SUPPLY COMPANY	INVENTORY	1,120.00	110959
591-000.000-110.000	CORP - 1" CC TO COPPER PACK JOIN		INVENTORY	1,996.40	110959
591-000.000-202.100	WCCH	BLOOD, JACQUELINE L	UB refund for account: 021560	10.69	110944
591-000.000-202.100	WCCH	BLOSSOM, TIM L	UB refund for account: 013627	31.75	110945
591-000.000-202.100	WBK1	FLECHLER, KENNETH N	UB refund for account: 012448	46.13	110961
591-000.000-202.100	WBK1	GOBBA, SAMANTHA J	UB refund for account: 023475 UB refund for account: 012115	14.75	110966
591-000.000-202.100 591-000.000-202.100	WCCH WCCH	LEON, JAVIER J.L. LINDE, TATUM A	UB refund for account: 012115 UB refund for account: 025790	2.84 20.82	110991 110993
JJT-000.000-202.100	WCCII	DINDE, TAIOM A	ob reruind for account: 023/30	20.02	TT0322

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GL Number Invoice I	ine Desc Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND Dept 000.000				
Dept 000.000	Total For De	ept 000.000	3,243.38	
Dept 175.000 ADMINISTRATIVE SERVICES				
591-175.000-716.000 RETIREMENT	MERS	RETIREMENT CONTRIBUTIONS - 30010	1 3,742.17	1178
591-175.000-726.000 ELECTROLYTH	S POWDER PACKETS AMAZON CAPI	TAL SERVICES, JELECTROLYTES POWDER PACKETS	18.74	110939
591-175.000-726.000 11X17 PAPER	R AND LEGAL PAPER AMAZON CAPI	TAL SERVICES, 111X17 PAPER AND LEGAL PAPER	42.56	110939
591-175.000-726.000 HYDRATION I		TAL SERVICES, IHYDRATION DRINK MIX	11.73	110939
591-175.000-726.000 COPIES/CONT	RACT BILLING - JUNE CURRENT OFF	ICE SOLUTIONS COPIES/CONTRACT BILLING - JUNE	2025 44.36	110953
591-175.000-726.000 POSTAGE SUI	PLIES QUADIENT FI	NANCE USA, INC.POSTAGE SUPPLIES	250.00	111018
591-175.000-726.000 WATER 45 MG	NROE ST RUPERT'S CU	LLIGAN WATER 45 MONROE ST	9.75	111023
591-175.000-726.000 WATER	CARD SERVIC	ES CENTER B. JANES CREDIT CARD	69.72	1177
591-175.000-801.000 MATS - 45 M	IONROE ST CINTAS CORPO	ORATION MATS - 45 MONROE ST	1.25	110948
591-175.000-801.000 MATS - 45 M	IONROE ST CINTAS CORPO	ORATION MATS - 45 MONROE ST	1.25	110948
591-175.000-801.000 MATS - 45 M	IONROE ST CINTAS CORPO	ORATION MATS - 45 MONROE ST	1.25	110948
591-175.000-801.000 COPIES/CONT	RACT BILLING - JUNE CURRENT OFF	ICE SOLUTIONS COPIES/CONTRACT BILLING - JUNE	2025 69.06	110953
591-175.000-801.000 BPU BOARD N	MEETING PER DIEM - JUN DOUGLAS J. 1	DOBROZSI BPU BOARD MEETING PER DIEM - JUN	E 2025 6.25	110955
591-175.000-801.000 BPU BOARD N	EETING PER DIEM - JUN ERIC POTES	BPU BOARD MEETING PER DIEM - JUN	E 2025 6.25	110958
591-175.000-801.000 BPU BOARD N	MEETING PER DIEM - JUN JEREMIAH JAS	SON HODSHIRE BPU BOARD MEETING PER DIEM - JUN	E 2025 6.25	110980
591-175.000-801.000 COMMISSION	PAID FOR COLLECTIONS ONLINE INFO	RMATION SERVICE COMMISSION PAID FOR COLLECTIONS	JUNE 20 35.61	111007
591-175.000-801.000 WEB ACCESS,	UTILITY EXCHANGE - JU ONLINE INFO	RMATION SERVICEWEB ACCESS/UTILITY EXCHANGE - JU	NE 2025 20.82	111007
591-175.000-801.000 BPU BOARD N	MEETING PER DIEM - JUN PHILIP DAVID	D MCDOWELL BPU BOARD MEETING PER DIEM - JUN	E 2025 6.25	111012
591-175.000-801.000 BPU BOARD N	MEETING PER DIEM - JUN STEVEN WELLS	S BPU BOARD MEETING PER DIEM - JUN	E 2025 6.25	111031
591-175.000-801.000 ACCOUNTING	SERVICES - MAY 2025 THE WOODHIL	L GROUP, LLC ACCOUNTING SERVICES - MAY 2025	900.76	111036
591-175.000-802.000 LENOVO PCS	AND MONITORS AMAZON CAPI	TAL SERVICES, ILENOVO PCS AND MONITORS	1,105.27	110939
591-175.000-802.000 IPHONE CASE	S AND SCREEN PROTECTO AMAZON CAPI	TAL SERVICES, JIPHONE CASES AND SCREEN PROTECTO	RS 37.11	110939
591-175.000-802.000 VIPRE EMAIN	AND TRENDMICRO RECUR SONIT SYSTEM	MS, LLC VIPRE EMAIL AND TRENDMICRO RECU	(JUNE) 41.72	111027
591-175.000-802.000 SONIT NET A	ADMIN JUNE 25 SONIT SYSTEM	MS, LLC SONIT NET ADMIN JUNE 25	250.00	111027
591-175.000-802.000 MILSOFT DIS	SPATCH LICENSE 7-25 MILSOFT	MILSOFT DISSPATCH LICENSE 7-25	137.81	111044
	MONTHLY OUTAGE SUB 7- MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 7-		111044
	G EQUIP JUNE 25 OOMA, INC.	OOMA FAXING EQUIP JUNE 25	16.22	111008
591-175.000-970.000 FLOORING	COUNTRY CAR		686.00	110952
591-175.000-970.000-215045 GBIC AND FI		TAL SERVICES, IGBIC AND FIBER PATCH CABLES	128.55	110939
591-175.000-970.000-215071 CAPITAL OUT		SHIPPING FOR GPS UNIT	12.50	111044
591-175.000-970.000-215071 CAPITAL OUT		ASTERI X4I GPS COMBO	1,640.00	111044
	Total For De	ept 175.000 ADMINISTRATIVE SERVICES	9,430.46	
Dept 543.000 PRODUCTION				
591-543.000-726.000 SUPPLIES	KSS ENTERPR	ISES SUPPLIES	68.44	110987
591-543.000-740.000 BPU JUNE 20	25 FUEL WATKINS TRAN	NSPORT INC BPU JUNE 2025 FUEL	420.46	111047
		LT & SEALCOATINSMALL PATCH ON LYNWOOD	500.00	111019
591-543.000-801.000 CONTRACTUAN			1,500.00	111021
591-543.000-930.000 REPLACE VFI	WATER PLANT UIS SCADA, 3	INC. REPLACE VFD WATER PLANT	4,850.00	111042
	Total For De	ept 543.000 PRODUCTION	7,338.90	
Dept 544.000 DISTRIBUTION				
591-544.000-740.000 FUEL	CARD SERVIC		33.66	1177
591-544.000-930.000 REPAIRS & M	MAINTENANCE DRY MAR TRU	CKING & DIRTWOF15 YDS 22A	520.25	110956
591-544.000-930.990 CONTRACTED	LSL REPLACEMENTS RJT CONSTRUC			111022
591-544.000-930.990 CONTRACTED	LSL REPLACEMENTS RJT CONSTRUC	CTION CO. FYE 2025 LEAD SERVICE LINE REPLA	CEMENTS 23,245.00	111022
	Total For De	ept 544.000 DISTRIBUTION	31,763.91	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE EXP CHECK RUN DATES 07/03/2025 - 07/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

Invoice Line Desc GL Number Vendor Invoice Description Amount Check # Fund 633 PUBLIC SERVICES INV. FUND Dept 000.000 633-000.000-101.000 GRAVEL - 22A DRY MAR TRUCKING & DIRTWOF15 YDS 22A 435.00 110956 Total For Dept 000.000 435.00 Total For Fund 633 PUBLIC SERVICES INV. FUND 435.00 Fund 640 REVOLVING MOBILE EQUIP. FUND Dept 443.000 MOBILE EQUIPMENT MAINTENANCE 9.27 110948 640-443.000-726.000 CINTAS CORPORATION DPS-RUGS&MATS-SHOP-RAGS&FENDER COVERS-(DPS-SHOP-RAGS&FENDER COVERS 640-443.000-726.000 DPS-SHOP-RAGS&FENDER COVERS CINTAS CORPORATION DPS-RUGS&MATS-SHOP-RAGS-6/12/25 9.27 110948 CINTAS CORPORATION 9.27 110948 640-443.000-726.000 DPS-SHOP-RAGS&FENDERCOVERS DPS-RUGS&MATS-SHOPS-RAGS-6/19/25 640-443.000-726.000 DPS-SHOP-STAR SET & IMPACT ADAPT PERFORMANCE AUTOMOTIVE DPS-SHOP-STAR SET & IMPACT ADAPTER 82.28 111010 DPS-SHOP-GAS CYLINDER RENTALS JU PURITY CYLINDER GASES, IN(DPS-SHOP-GAS CYLINDER RENTALS JUNE 79.61 111016 640-443.000-726.000 640-443.000-730.000 DPS-VACTOR-ROD GELZER HJ & SON INC DPS-VACTOR-ROD 14.49 110964 640-443.000-730.000 DPS-PAINT & PRIMER-#138 VERMEER OF MICHIGAN, INC DPS-PAINT & PRIMER-#138 75.14 111045 640-443.000-730.000 DPS-11GA SHEET-#29 WHITE'S WELDING SERVICE DPS-11GA SHEET-#29 69.35 111048 DPS-ASST. STEEL DROPS-#16.3 WHITE'S WELDING SERVICE DPS-ASST. STEEL DROPS-#16.3 640-443.000-730.000 60.00 111048 640-443.000-740.000 FUEL & LUBRICANTS WATKINS TRANSPORT INC DPS FUEL JUNE 2025 2,249.03 111047 640-443.000-801.000 DPS-DOT INSPECTION-#12 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#12 75.00 110974 640-443.000-801.000 DPS-DOT INSPECTION-#3 HILLSDALE COMMUNITY SCHOOLDPS-DOT INSPECTION-#3 75.00 110974 DPS-DOT INSPECTION-#39 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#39 75.00 110974 640-443.000-801.000 DPS-DOT INSPECTION-#15 640-443.000-801.000 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#15 75.00 110974 640-443.000-801.000 DPS-DOT INSPECTION-#41 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#41 75.00 110974 640-443.000-801.000 DPS-DOT INSPECTION-#43 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#43 75.00 110974 HILLSDALE COMMUNITY SCHOOIDPS-DOT INSPECTION-#40 640-443.000-801.000 DPS-DOT INSPECTION-#40 75.00 110974 640-443.000-801.000 DPS-HOOD&FENDER BODY WORK #3 STILLWELL FORD MERCURY, IN DPS-HOOD&FENDER BODY WORK #3 3,316.94 111032 505153845 - 149 WATERWORKS - RME MICHIGAN GAS UTILITIES 640-443.000-920.000 NATURAL GAS UTILITY - 149 WATERWORKS 61.76 1172 Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE 6,561.41 Total For Fund 640 REVOLVING MOBILE EQUIP. FUND 6,561.41 Fund 663 FIRE VEHICLE & EQUIPMENT FUND Dept 336.000 FIRE DEPARTMENT 663-336.000-970.000 16 GLOCK 47 FOR POLICE CMP DISTRIBUTOR, INC 16 GLOCK 47 FOR POLICE 15,442.40 110949 Total For Dept 336.000 FIRE DEPARTMENT 15,442.40 15,442.40 Total For Fund 663 FIRE VEHICLE & EOUIPMENT FUND

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
			Fund Totals:		
			Fund 101 GENERAL FUND	250,428.77	
			Fund 202 MAJOR ST./TRUNH	29,106.85	
			Fund 203 LOCAL STREET FU	26,611.54	
			Fund 208 RECREATION FUNI	4,991.37	
			Fund 247 TAX INCREMENT F	2,114.70	
			Fund 271 LIBRARY FUND	26,778.77	
			Fund 401 CAPITAL IMPROVE	5,893.00	
			Fund 408 FIELDS OF DREAM	1,436.00	
			Fund 409 STOCK'S PARK	3,125.00	
			Fund 582 ELECTRIC FUND	966,115.55	
			Fund 588 DIAL A RIDE	4,581.92	
			Fund 590 SEWER FUND	112,456.45	
			Fund 591 WATER FUND	51,776.65	
			Fund 633 PUBLIC SERVICE:	435.00	
			Fund 640 REVOLVING MOBII	6,561.41	
			Fund 663 FIRE VEHICLE &	15,442.40	
			Total For All Funds:	1,507,855.38	

CITY COUNCIL MINUTES

City of Hillsdale July 7, 2025 7:00 P.M.

Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Pro Tem Joshua Paladino opened the meeting with the Pledge of Allegiance.

Roll Call

Mayor Pro Tem Josh Paladino called the meeting to order. Clerk Price took roll call.

Council Members present:	Joshua Paladino, Ward 4 Mayor Pro Tem R Greg Stuchell, Ward 1 Jacob Bruns, Ward 1 William Morrisey, Ward 2 Matthew Bentley, Ward 2 Gary Wolfram, Ward 3 Bob Flynn, Ward 3 Robert Socha, Ward 4

Council Members absent:

None

Also Present: David Mackie (City Manager), Attorney Jack Lovinger, Katy Price (City Clerk), Jason Blake (DPS Director), Scott Hephner (HCPD/HCFD), Brandon Janes (IT Dept), Melissa Conklin, Scott Sessions, Cathy Kelemen, Larry Walworth, Jill Hardway, David Hambleton, Cassie Hambleton, Grace Hambleton, Heidilynn Hambleton, Josiah Hambleton, and Mark Nichols.

Approval of Agenda

Mayor Pro Tem Paladino requested to add under Proclamation-Civil Air Patrol proclamation as well as Old Business A. MDOT TAP Grant Discussion.

Motion by Councilman Bentley, support by Councilman Flynn, to amend the items to the agenda.

Voice vote, approved unanimously.

Motion by Councilman Flynn, support by Councilman Morrisey, to approve the amended agenda.

Voice vote, approved unanimously.

Public Comment

Jill Hardway, 157 Oak St., commented on City Manager merit pay and MDOT Tap Grant.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of June 12, 2025: \$916,234.62 2. Payroll of June 19, 2025: \$ 197,611.61
- B. City Council Minutes of June 16, 2025
- C. Finance Minutes of June 16, 2025
- D. Operations & Government Minutes of June 30, 2025
- E. Park Use Agreement Domestic Harmony

Motion by Council Member Morrisey, seconded by Council Member Bruns to approve the Consent Agenda as presented.

Voice vote, approved unanimously.

Communication/Petitions

A. ARE, Inc – Hillsdale Drop-In Center

B. Hillsdale County Commissioner Verbal Update – Doug Ingles

The items of communications were received for informational purposes only.

Introduction and Adoption of Ordinances/Public Hearings

None

Old Business

A. MDOT TAP Grant Discussion

Council discussed the amount of City contribution. City Manager Mackie gave some clarification.

Councilmember Bentley stated Planning and Zoning Administrator Mr. Beeker was not in attendance and shared his displeasure of Road Diet project.

New Business

A. FOIA Appeal – Kayla Ward

Length discussion on reduction for fees on police matters and FOIA procedures.

Motion by Council Member Morrisey, seconded by Council Member Flynn to deny the request for FOIA appeal from Kayla Ward.

Voice vote, approved unanimously.

B. City Manager Annual Merit Increase

Lengthy council discussion on merit increase.

Councilman Socha asked Manager Mackie for examples of projects.

City Manager Mackie reviewed several projects and street repairs that were started and/or completed in 2025.

Further discussion ensued on staffing levels and Mackie stepping in to fill the BPU position in the interim.

Street Repair has been number one goal in the City for about 10 years. Street projects completed include State St., Westwood St area., Fayette St., Griswold Ave, Lynwood Blvd., W. St. Joe St., Hillcrest St., S. Howell St., Williams Ct., Monroe St., Hallett St. Garden St., Vine St., Mead St.

Councilman Bentley gave his reasons why he would vote no on the merit increase.

Mayor Pro Tem Paladino isn't favorable with the time of contract, he stated two (2) years would be best and gave his reasoning.

Motion by Council Member Morrisey, seconded by Council Member Flynn to approve the two (2) percent merit increase for the City Manager salary going from \$86,885.00 to \$90,361.00.

Roll Call:

Councilman Bruns	Nay
Councilman Flynn	Aye
Councilman Morrisey	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Pro Tem Paladino	Nay
Councilman Bentley	Nay

C. 23/25 N. Broad St. Lot Sale

Motion by Council Member Morrisey, seconded by Council Member Bruns for the sale of 23/25 N. Broad St. Lot Sale in the amount of \$40,000.00, including \$19,500 in sidewalk repair.

Discussion on using the Hillsdale College Hotel and Community Foundation model to save funds for future projects.

Roll Call:

Councilman Flynn	Aye
Councilman Morrisey	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Pro Tem Paladino	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye

Motion passed 8-0

D. Rescind TCO 1989-1

TCO 1989-1 allows for 15 minute parking on the north side for 85 feet east of the Manning/ Monroe St. intersection. There is now a curb parallel parking on the south side across from the location. Rescinding of TCO 1989-1 is needed for the implementation of the reconstruction plan.

Motion by Council Member Socha, seconded by Council Member Flynn to rescind TCO 1989-1 as presented.

Roll Call:

Councilman Morrisey	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Pro Tem Paladino	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye
Councilman Flynn	Aye

Motion passed 8-0

Voice vote, approved unanimously.

Miscellaneous Reports

- A. Proclamations Civil Air Patrol Day July 7, 2025
- B. Appointments- None
- C. Other None

General Public Comment

Larry Walworth, ward three, commented on dog issue in his neighborhood and code enforcement issues.

Jack McLain, Hillsdale Twp., spoke on the FOIA request and asked council to read their packet. Reported on the harassment of City employees from Council and discussed the election for Mayor vacancy.

City Manager Report

Jason Blake gave a brief update on the Keefer House Hotel.

Council requested an update from CL Real Estate.

Motion by Council Member Bruns, seconded by Council Member Flynn for the Public Services Committee to meet to discuss TCO fees, etc.

Roll Call:

Councilman Flynn	Aye
Councilman Morrisey	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Pro Tem Paladino	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye

Motion passed 8-0

City Manager Mackie stated he will request CL Real Estate to give an update at next meeting.

City Manager Mackie presented a written report which was in packet.

Council Comment

Councilman Bentley requested employee exit interviews to be shared with Council, asked about a BPU tour and spoke on road diet.

Employee exit interviews were added to meeting and put on file in Clerk's office.

Councilman Socha asked about the at large dog issue.

Adjournment

Motion by Councilmember Flynn, seconded by Councilmember Morrisey to adjourn the meeting.

By a voice vote, the motion passed unanimously.

The meeting Adjourned at 8:30 p.m.

Joshua Paladino, Mayor Pro Tem

Katy Price, City Clerk

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room Date: July 7, 2025 Time: 6:30 PM

PRESENT:

COMMITTEE: Gary Wolfram, Will Morrisey, Matt Bentley, Jacob Bruns STAFF: Jason Blake (Director of Public Services), David Mackie (City Manager), Scott Hephner (Police Chief)

PUBLIC: Chris Finch, Jacob Coonradt

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: MSHDA pays pilot to City and City gives part to State Department 301: Paid check for \$640 one and one-half years ago for public agency training and was not cashed so issued new one

Fund 271 Department 000: Johnson Controls is monitoring system for library

Fund 582 Department 543: City purchases power and sells to customers

Fund 590 Department 175: ASTERI is surveying software for GPS for maps Department 546: Sewer main repair

Fund 591 Department 543: Variable Frequency circuit board at water plant

Motioned by Wolfram and seconded by Bruns to approve Motioned passed 4-0

Committee recommended approval of sale of property to St. Anthony's Catholic Church Passed 4-0

Motioned by Morrisey and seconded by Bentley to adjourn Motion passed 4-0

Adjournment 6:44 PM

Minutes prepared by Gary Wolfram

PUBLIC SAFETY COMMITTEE MEETING

97 N. Broad St., Hillsdale, MI 49242

7/1/2025 6:00p.m.

Meeting called to order at 6:00pm by committee chair Councilman Rob Socha.

In attendance: Councilman Socha, Councilman Bob Flynn, Police Chief Scott Hephner, Recreation Director Michelle Loren, Dan Toole and Jack McClain. ABSENT: Councilman Greg Stuchell.

Discussion was held regarding public behavior at Sandy Beach, beach staff responsibilities, and police presence. No action was taken.

Motion to adjourn by Councilman Flynn at 6:22pm. MOTION CARRIED.



Election Commission Minutes

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

Thursday, July 10, 2025

Board members present:	Ginger Novak
_	Bill Mullaly

Board members absent: Mike Hendershot

Also present was Katy Price, City Clerk.

Call to Order:

The meeting was called to order by City Clerk Price at 1:03 P.M.

Public Comments

No public comments were offered.

MINUTES

Election Commission meeting minutes of October 10, 2024.

Motioned by Commissioner Novak, seconded by Commissioner Mullaly to approve the October 10, 2024 meeting minutes.

By a voice vote, the motion passed unanimously.

Communications

Clerk Hours for Saturday, August 2, 2025 were presented. Clerk Price will be in the office from 8am to 4pm.

NEW BUSINESS

A. Appointment of Election Inspectors & Receiving Boards for the August 5, 2025 Primary Election.

City Clerk Price presented a proposed listing of election inspectors for the August 5, 2025 Election.

Commissioner Mullaly, seconded by Commissioner Novak, moved to appoint the following individuals to serve as poll workers for the August 5, 2025 election, pending any necessary changes and emergencies:

Poll Workers:

Ward 1: Elizabeth Wilds (Chair), Kristine Prince, Marcia Weyer Ward 2: Rebekah Dane (Chair), Kellie Hendershot, Jason Selph Ward 3: Tonya McCallister (Chair), Susan Billings, Debra Reister Rec Bd- McCallister/Billings Ward 4: Hilary Plummer (Chair); Sheri Ingles, Sam Fry

Rec Bd- Wilds/Prince Rec Bd- Dane/Hendershot Rec Bd- Plummer/Ingles

Absentee Ballot Processors: Ronald Grossheim, Susan Burns

Poll Assistants: Maria Ansett, Mike Prince

By a voice vote, the motion passed unanimously.

B. Public Accuracy Test for the August 5, 2025 Primary Election

The Elections Commissioners performed the accuracy test for ward 1-4 tabulators and Touchwriter that were to be used for the August 5, 2025 election. All tabulators and scan units tested out without error.

Adjournment

Commissioner Novak seconded by Commissioner Mullaly, moved to adjourn, by voice vote, the motion passed unanimously.

The meeting adjourned at 1:57 p.m.

City of Hillsdale Agenda Item Summary

Meeting Date:	July 21, 2025
Agenda Item:	Consent Agenda
Subject:	Street Closure, Hillsdale College Homecoming

Background:

Hillsdale College has submitted application to close the Right of Way and Pedestrian Access on College Street between Union Street and Oak Street on Saturday, September 27, 2025 from 7:00 a.m. until 10:00 p.m. for their Homecoming Tailgate. Also requested is a soft closure of the intersection of College Street and Hillsdale Street for their parade. The Police Department will conduct the soft closure. See attached map for the detour route.

TCO 2025-24

Recommendation:

Approval is recommended as this is an annual event and closure.

Scott A. Hephner

hall A. Hyl

Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER 2025-24

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

Temporary closure of the Right of Way and Pedestrian Access. On E. College St. between Union St. and Oak St on Saturday September 27, 2025 from 7:00 a.m. until 10:00 p.m. for Hillsdale College Homecoming Tailgate

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

Chief of Police 07/16/2025 Date

Received for filing in the office of the City Clerk at _____ p.m. on the _____ day

of _____, 2025.

City Clerk

Date

RESOLUTION #_____

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

Passed in open Council this _____ day of _____, 2025.

Joshua Paladino, Mayor Pro Tem

Attest:

Katy B. Price, City Clerk



May 22, 2025

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

Dear Chief Hephner:

Hillsdale College would like to close the Right of Way and Pedestrian Access on College Street, between Union Street and Oak Street on Saturday, September 27th from 7 am until 10 pm for Homecoming Tailgate and a soft closure for the parade, with police assistance at the intersection of E. College Street and Hillsdale Street. Traffic will be routed South along Union Street, then East along Fayette Street, and North on Oak Street. Proper signage and barricades will be used.

If you have any questions, please call me at 607-2597

Thank you for your assistance.

Respectfully submitted,

John Wilmer

John Wilmer Director of Security

JW/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 Colle	ege Security	5/22/2025	Student Activi	ties	5/22/2025
Applicant's Name 33 E. College	St	Date	Contractor's Name		Date
Mailing Address Hillsdale, MI 49	9242		Mailing Address Hillsdale, MI 49	242	
^{City} 517-607-2597	State	Zip Code	^{City} 517-607-2597	State	Zip Code
Telephone Number			Telephone Number		

DESCRIPTION OF WORK OR USE:

Assist with temporary closure to hold homecoming parade starting at intersection N West St and College St to the football stadium. Hard road closure from the intersection of Union St and College St to Oak St. and Academy Ln

LOCATION: (Drawing to be provided)

Traffic assistance from police at E. College St and Hillsdale St

FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

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

TIME LENOD.		
COMMENCING DATE: 9/27/25	TIME: 7:00 AM ENDING DATE: 9/27/25	TIME: 10:00 PM
THE FOLLOWING MUST BE SUBMITTED F	PRIOR TO PERMIT ISSUANCE:	
Certificate of Insurance	Performance Bond \$	
Construction Plan	Subcontractor's Names	
Other		

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

Staff Use Only

Recommendation for Issuance	
Approved Denied	
Director Comments:	Director, Department of Public Services
Recommendation for Issuance	
	Chief of Police
Chief of Police Comments:	Chief of Police
Bond Received \$	Fee Received \$
	City Clerk
Note: All payments	s 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.	INSPECTIONS MUST BE SCHEDULED MINUMUM 2 HOURS PRIOR TO COMMENCEMENT OF WORK.
Hillsdale, MI 49242	

Hillsdale, MI 49242 Or email to: jhammel@cityofhillsdale.org

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 promulgate 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:

 - 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 - SIDEWAI.K CONSTRUCTION. REPAIR. AND REPI.ACEMENT

- 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 minim of on-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).
- 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.
 - 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.

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-ofway 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 conduction 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	
Sidewalk under 25 square feet	\$25.00
Sidewalk over 25 square feet (includes Terrace Preparation)	
Driveway Approach Permit	
Street Opening	
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.





JDUFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2024

							11/5/2024
CERT	CERTIFICATE IS ISSUED AS A IFICATE DOES NOT AFFIRMAT W. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, AI	VELY O	R NEGATIVELY AMEND	, EXTEND OR ALT	TER THE CO	OVERAGE AFFORDED BY T	HE POLICIES
If SU	RTANT: If the certificate holde BROGATION IS WAIVED, subject ertificate does not confer rights to	t to the	terms and conditions of	the policy, certain	policies may		
PRODUCE		o the cor	incate noticer in neu or st	CONTACT NAME:	•		
	Risk Strategies, Inc.			PHONE (A/C, No, Ext): (517) 439-1501 FAX (A/C, No):			
83 N. Br	oad Street						
Hillsdal	e, MI 49242			E-MAIL ADDRESS: contact	gvestedris	k.com	
				IN	SURER(S) AFFO	RDING COVERAGE	NAIC #
				INSURER A : United Edu	icators Insuranc	e, A Reciprocal Risk Retention Group	10020
INSURED				INSURER B : Greenwich Insurance Co 22322			
	Hillsdale College			INSURER C : XL Specialty Insurance Company 37885			
	33 E College Street			INSURER D :			
	Hillsdale, MI 49242-1205			INSURER E :			
				INSURER F :			
	ACES	TIFICAT		INSURER F .			
COVER			E NUMBER:			REVISION NUMBER:	
INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	EQUIREN PERTAIN POLICIES	IENT, TERM OR CONDITIO I, THE INSURANCE AFFOR . LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPECT T BED HEREIN IS SUBJECT TO AL	O WHICH THIS
LTR	TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000
	CLAIMS-MADE X OCCUR		U75-85D	11/1/2024	11/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
						MED EXP (Any one person) \$	5,000
						PERSONAL & ADV INJURY \$	Included
0.5							3,000,000
X	POLICY PRO- POLICY LIMIT APPLIES PER: DOLICY LOC					GENERAL AGGREGATE \$	Included
^						PRODUCTS - COMP/OP AGG \$	monutaee
B	OTHER:					\$ COMBINED SINGLE LIMIT	1,000,000
					10/15/2025	(Ea accident) \$	1,000,000
X	ANY AUTO		RAC9438218-01	10/15/2024		BODILY INJURY (Per person) \$	
	AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident) \$	
	AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
						s	
A	UMBRELLA LIAB X OCCUR			11/1/2024	11/1/2025	EACH OCCURRENCE \$	20,000,000
X	EXCESS LIAB CLAIMS-MADE		U75-85D			AGGREGATE \$	
	DED X RETENTIONS 1,000,000					Aggregate	20,000,000
C wor					10/15/2025	X PER OTH- STATUTE ER	
			RWC3001827-01	10/15/2024			1,000,000
		N/A				E.L. EACH ACCIDENT \$	1,000,000
						E.L. DISEASE - EA EMPLOYEE \$	1,000,000
DÉS	CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
		<i>1</i> 0					
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICI	ES (ACOR	D 101, Additional Remarks Schedu	ule, may be attached if mo	re space is requi	red)	
OFDI							
	ICATE 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			
				Chio Sum	m		
	0 25 (2016/03)			1	88-2015 AC		

The ACORD name and logo are registered marks of ACORD

City of Hillsdale Agenda Item Summary

Meeting Date:	July 21, 2025						
Agenda Item:	Consent Agenda						
Subject:	Noise Variance Requests, Hillsdale College						
Background:							
Hillsdale College is requesting noise variances for the following upcoming events:							
Monday August 25, 2025 – Welcome Pary							
Tuesday August 26, 2025 – The Source							
Friday September 5, 2025 – Concert in the quad.							
Thursday September 18 2025 – Panhellenic Council							
Friday September 19, 2025 – Garden Party							
Saturday September 27, 2025 – Homecoming Parade and Mock Rock							
Friday October 24, 2025 – Fall Fest							
See attached letter for locations and times.							
Recommendation:							

Approval is recommended as these are annual events.

Scott A. Hephner

AA. Hy

Chief of Police / Fire Chief



May 22, 2025

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

Dear Chief Hephner:

Hillsdale College is requesting a noise variance for the following events:

-Monday, August 25, 2025 starting at noon and ending at 1:00 a.m. for the Welcome Party. There will be music in a large tent located at the Sports Complex Parking lot.

-Tuesday, August 26, 2025 starting at 10:00 a.m. and ending at 1:00 p.m. for The Source located at the Sports Complex Parking lot.

-Friday, September 5, 2025 starting at 5:00 p.m. and ending at 11:00 p.m. for Concert in the Quad located South of Central Hall and Phi Sig Pavilion.

- Thursday, September 18, 2025 starting at 5:00 p.m. and ending at 9:30 p.m. for the Panhellenic Council to hold an event in Olds Parking Lot.

- Friday, September 19, 2025 starting at 3:00 p.m. and ending at 1:00 a.m. for the Garden Party in Slayton Arboretum.

-Friday, September 26, 2025 starting at 6:00 p.m. and ending at midnight for the Homecoming bonfire event.

-Saturday, September 27, 2025 starting at 6:00 a.m. and ending at midnight p.m. for the Homecoming Parade and Mock Rock. Rolling street closure to follow.

- Friday, October 24, 2025 starting at 2:00 p.m. and ending at 6:00 p.m. for Fall Fest located South of Central Hall. Live music

If you have any questions, please call me at 607-2597

Respectfully submitted,

John Wilmer

John Wilmer Director of Security

JW/ajs

at Later date

and Tim

City of Hillsdale Agenda Item Summary

Meeting Date:	July 21, 2025
Agenda Item:	Consent Agenda
Subject:	Light Up Parade, right of way use application

Background:

The Hillsdale Business Association has submitted an application for use of the right of way for the annual "**Light Up Parade Christmas in the City.**" The route will be the same as used in prior years; Midtown alley onto McCollum, McCollum to Howell, Howell to Barry, Barry to the Midtown Alley. Event is December 6, 2025 with the parade commencing at 6:15 p.m.

See attached Traffic Control Order 2025-22.

Recommendation:

Approval is recommended as this event and route have taken place for several years.

Scott A. Hephner

MA. A.

Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER 2025-22

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

On Saturday, December 6, 2025 from 4:00 pm until 8:00 pm there shall be the following street closures for the Downtown Hillsdale Christmas Light Up Parade:

closure of Howell St. from North St. to Barry St.; closure of McCollum St. from Broad St. to Manning St.; closure of E. Bacon St. from Howell St. to Manning St.; closure of alleyway behind Wilson Hall; closure of Waldron St. at Howell St .: closure of Barry St. from Howell St. to Manning St.; closure of Midtown Alley between McCollum St. and E. Bacon St. (for parade staging)

On Saturday, December 6, 2025 from 4:00 pm until 8:00 pm the following parking lot will be closed: Midtown Lot (Lot C)

On Saturday, December 6, 2025 from 4:00 pm until 8:00 pm there shall be: no parking on McCollum St. between Manning & Broad St.; no parking on Howell St. between McCollum & Waldron St.; no parking on Barry St. between Howell St. & Midtown Alley

Downtown Hillsdale Christmas Parade Route: (Parade starts @ 6:15 pm) East McCollum to Howell St. then S. Howell St. to Barry St. then West on Barry St. to parade end point at alley behind Flagstar Bank.

"Street Closed Ahead" advance warning signage will be placed on various streets in advance of Type III Barricades. Please refer to attached map for locations.

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

Chief of Police

07/09/2025

Received for filing in the office of the City Clerk at _____ a.m. on the _____ day

of . 2025.

City Clerk

Date

RESOLUTION #

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

Passed in open Council this _____day of _____, 2025.

Attest: Katy B. Price, City Clerk

Joshua Paladino, Mayor
Ecember



Received by	
Date Amount Rec'	
Check #	
Permit #	

Please Note: Contractors must submit this permit application at least 72 hours in advance of work to avoid additional fees. Event permit applications must be submitted at least 90 days in advance of the event to avoid additional fees.

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

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IV	$\mathbf{\nu}$	<u> </u>
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APPLICATION FOR PERMIT

□ APPLICATION FOR BLANKET ANNUAL PERMIT

□ REQUEST TO COMMENCE WORK

Post a copy of the Permit on-site

Applicant's Name		Date	Contractor's Name		Date
HILLSDALE BUSH	NESS ASSOCI	ATION 6/4/2025	5 KEN JOSWIAK PRESIDENT		6/4/25
Mailing Address			Mailing Address		
PO BOX 98		99 W CARLETON RD			
City	State	Zip Code	City	State	Zip Code
HILLSDALE	MI	49242	HILLSDALE	MI	49242
Telephone Number Telephone Number					
517-437-7334			517-437-7334		

DESCRIPTION OF WORK OR USE:

LIGHT UP PARADE CHRISTMAS IN THE CITY LOCATION: (Drawing to be provided)

CLOSE MID TOWN PARKING LOT FOR PARADE LINE-UP CLOSE MCCOLLUM ST TO HOWELL ST TO BARRY ST BARRY ST TO THE ALLY FACILITIES, STRUCTURES, OR EQUIPMENT TO BE INSTALLED:

TIME PERIOD:		Parade STarTS at 6:15	
COMMENCING DATE: DECEMBER 6, 2025	TIME: 5PM	ENDING DATE: DECEMBER 6, 2025	TIME: 7:30PM
THE FOLLOWING MUST BE SUBMITTED PRI	OR TO PER	MIT ISSUANCE:	
Certificate of Insurance		Performance Bond \$	
Construction Plan		Subcontractor's Names	

Other

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

Staff Use Only	
Recommendation for Issuance	
□ Approved □ Denied	
Director Comments:	Director, Department of Public Services
Recommendation for Issuance	1
Approved 🗆 Denied	LHA HL
/ Chief of Police Comments:	Chief of Police
Bond Received \$ Fee Re	eceived \$
City Cl	erk
Note: All payments must be received a	nd recorded before permit is valid.
Return Application to: Department of Public Services 149 Waterworks Drive Hillsdale, MI 49242 or	INSPECTIONS MUST BE SCHEDULED MINUMUM 2 HOURS PRIOR TO COMMENCEMENT OF WORK.

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





PROJECT PLAN (Attach additional sheets, as necessary)

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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 promulgate 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.
- 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

 - 3. Concrete type for replacement of concrete surface....Type 35P
- 1. 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 minim of on-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.
 - 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.
 - 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 rightof-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-ofway, 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 conduction 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 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	\$75.00
Commence work prior to obtaining permit (ATF Fee = after the fact fee)	\$100.00
Annual Blanket Permit	\$500.00
Sidewalk under 25 square feet.	\$50.00 with terrace
Sidewalk over 25 square feet	\$75.00 with terrace
Driveway Approach Permit	\$75.00 with terrace
Street Opening	\$150.00, plus \$10.000 bond
Terrace Preparation	\$35.00
Storm Sewer Connection fee	\$160.00
Use of Traffic Control.	\$25.00 min up to 3 days
(Example: 2 ADA panels or 10 cones or 6 classical data of the second sec	ee 1)
(Traffic control fee will be based on number of days required, above 3	days, and amount required)
Curb Cut/Repair/Extension	\$60.00 < than 20 linear feet
	\$100.00 > than 20 linear feet

Events

Dumpster in Right-of-Way*	\$25.00 plus	traffic
control Parking Lot Closure*	\$150.00	traffic
control Single Block Closure*		
control Greater Than Single Block Closure*	\$325.00	traffic

Traffic control map, for vehicle and pedestrian closures, to be supplied by applicant. Pending availability DPS will deliver and/or set up required temporary traffic control for the total of 100% of the labor and vehicle rates required for the task.

Labor per hour*		Vehicle rental per hour*			
DPS BPU Water BPU Electric Police Fire Dept.	\$33.97 \$37.19 \$60.61 \$44.95 \$28.09	Pickup Truck Pickup Truck Pickup Truck Squad Car Fire Truck	\$19.39 \$19.39 \$19.39 \$50/hour or \$75/hour or		\$13.42

\$500 Up front deposit required for special events. Once application, permit, temporary traffic control, deliver/setup and any other additional charges have been covered the applicant will be refunded the remaining balance or be sent an invoice for any charges the deposit didn't cover. This includes going towards covering the cost of any lost or damaged temporary traffic control devices used for the event.

*If available

- 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. All permit fees are non-refundable.

City of Hillsdale Agenda Item Summary

Meeting Date: July 21, 2025

Agenda Item: Consent Agenda

SUBJECT: Schedule to AMP Master Services Agreement for Environmental Services

BACKGROUND PROVIDED BY: Electric Superintendent Hammel

The Hillsdale BPU used MSCPA staff for environment assistance for state and federal environmental reporting and compliance. That staff went away with the closure of Endicott. Hillsdale used MPPA staff until they requested to discontinue those services two years ago. We have been utilizing AMP staff for assistance since that time, and plan to continue to use them in the future. AMP and BPU staff feel it would be best to add the Environmental Services to the existing Master Services Agreement.

RECOMMENDATION:

Hillsdale BPU Board recommends approving the addition of Environmental Services to the Master Services Agreement with American Municipal Power.

SCHEDULE TO MASTER SERVICES AGREEMENT BETWEEN AMERICAN MUNICIPAL POWER, INC. AND THE CITY OF HILLSDALE, MICHIGAN FOR ENVIRONMENTAL SERVICES

This Schedule to Master Services Agreement (this "Schedule") is entered into as of ______, 2025, (the "Effective Date") by and between the City of Hillsdale, Michigan ("Municipality") and American Municipal Power Inc. ("AMP", and together with the Municipality, the "Parties", and each a "Party").

WHEREAS, AMP is a private, not for profit, Ohio corporation that functions as a wholesale power supplier and services provider for certain member municipalities that operate electric systems; and

WHEREAS, Municipality is a member of AMP and has executed a Master Services Agreement dated as of July 14, 2006, designated as AMP Contract No. C-12-2005-4628 (the "MSA"), which contemplates the purchase of services pursuant to subsequent schedules and Municipality desires to obtain certain services pursuant to this Schedule; and

WHEREAS, Municipality, among other things, operates a municipal electric utility that provides electricity to residential and industrial customers, and desires certain supplemental environmental services (the "Services"), as more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, AMP is willing to provide the Services to Municipality; and

NOW THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

AMP shall provide the Services as set forth in Exhibit A to this Schedule, and do so with reasonable diligence, in consultation with the Municipality.

The Municipality shall designate in writing an employee of Municipality to act as Municipality's representative with respect to its responsibilities and the Services to be performed by AMP under this Schedule (the "Municipality's Representative"). Municipality's Representative shall have complete authority to transmit instructions, receive information and interpret and define Municipality's policies and decisions with respect to the Services. Municipality's Representative shall give prompt written notice to AMP whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services.

Municipality shall assist AMP by placing at AMP's disposal all available information pertinent to the Services including previous reports, operating data, and any other relevant information. AMP may use and rely on such reports, data, and information in performing or furnishing the Services.

Municipality shall arrange for access to and make all provisions for AMP and its consultants and contractors to enter upon public and private property as required for performance of the Services.

The standard of care for the Services performed or furnished by AMP under this Schedule will be the care and skill ordinarily used by members of AMP's profession providing similar services, practicing under similar conditions at the same time and in the same locality. AMP will complete the Services in a professional manner in accordance with all applicable laws, rules, regulations and codes.

SECTION 2. LIABILITY AND WARRANTIES

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

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

Municipality agrees and understands that AMP does not make any representations or warranties regarding the Services provided.

To the fullest extent permitted by law, Municipality shall hold harmless and waive any claims against AMP, including its agents, contractors, subcontractors, or consultants from all suits,

claims, judgments or actions associated with or arising in any way from Municipality's management or operation of its electric utility system.

This Section 2 shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

SECTION 3. FEES

The Municipality shall pay AMP for Services performed at the rates set forth in the Rate Schedule attached as Exhibit B, which may be revised from time to time by written agreement of the Parties. AMP shall also be reimbursed for all its costs and expenses for all other equipment, materials, supplies and contract services purchased and acquired on behalf of Municipality to complete the Services. A five percent (5%) mark-up will be applied to AMP's purchase of equipment, materials, and supplies. Cost estimates for the Services are included in Exhibit A attached hereto.

All Services will be performed on an hourly basis. AMP has assigned estimates for Services as indicated in Exhibit A. These are only estimates and actual hours may be more or less. AMP will provide monthly accounting of hourly charges for each task. Hours may be shared between tasks and AMP staff members as needed.

It is the Parties' intent that AMP be compensated for all its reasonable costs and expenses associated with AMP's performance of the Services. AMP shall be entitled to compensation for Services performed even if its total billing exceeds the estimated amount of compensation set forth in Exhibit A, if any. Invoices shall be submitted and paid in accordance with the provisions of Section 7 of the MSA.

SECTION 4. TERM AND TERMINATION

The term of this Schedule shall begin on the Effective Date and continue until the Services are deemed complete or the Schedule is otherwise terminated in accordance with the provisions of this Schedule.

Either Party may terminate this Schedule for cause upon ten (10) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. Notwithstanding the foregoing, this Schedule will not terminate as a result of such substantial failure if the Party receiving such notice begins, within

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seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, the cure period provided for herein shall extend up to, but in no case exceed, sixty (60) days after the date of receipt of the notice. AMP shall be entitled to compensation pursuant to the terms of this Schedule for Services provided and costs incurred up until the termination date, in accordance with this Schedule.

Either Party may terminate this Schedule for convenience upon thirty (30) days' written notice to the other Party. In the event of termination, AMP shall be entitled to compensation pursuant to the terms of this Schedule for Services provided and costs incurred up until the termination date, in accordance with this Schedule.

SECTION 5. RELATIONSHIP OF THE PARTIES

AMP is an independent contractor providing Services to Municipality. This Schedule shall not be construed or interpreted as creating any employment, partnership, or joint venture relationship between AMP and Municipality. AMP shall not exercise any control over Municipality's employees or agents and Municipality shall not exercise any control over AMP's employees or agents.

SECTION 6. MASTER SERVICES AGREEMENT

All terms and conditions of the MSA shall be applicable to this Schedule unless such term or condition is in express conflict with a specific term or condition of this Schedule, in which case the term or condition of this Schedule shall prevail.

SECTION 7. MISCELLANEOUS

A. ASSIGMENT. Neither Municipality nor AMP may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Schedule without the written consent of the other, such consent not to be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Schedule.

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B. THIRD PARTY RELIANCE. Nothing in this Schedule shall be construed to give any rights or benefits in this Schedule to anyone other than Municipality or AMP, and all duties and responsibilities undertaken pursuant to this Schedule will be for the sole and exclusive benefit of Municipality and AMP and not for the benefit of any other party.

C. MODIFICATION. Modifications to this Schedule may, from time to time, be necessary. All modifications to this Schedule shall be through a written amendment, executed by the duly authorized representatives of both Parties.

D. NOTICES. Any notice required pursuant to this Schedule must be in writing and addressed to the other Party as listed below:

MUNICIPALITY:

AMP:

American Municipal Power, Inc. 1111 Schrock Road, Suite 100 Columbus, Ohio 43229 Attn: Assistant Vice President of Environmental, Health, Safety & Compliance With copy to:

American Municipal Power, Inc. 1111 Schrock Road, Suite 100 Columbus, Ohio 43229 Attn: General Counsel

Notices shall be deemed to have been given by a Party to the other Party upon the date of receipt thereof by the other Party.

E. SURVIVAL. All express representations, liability provisions, or limitations of liability made or given in this Schedule will survive the completion of all Services and the termination of this Schedule for any reason.

F. SEVERABILITY. Any provision or part of this Schedule held to be void or

unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Municipality and AMP.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Schedule to Master Services Agreement. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the Party through the execution of this Schedule.

CITY OF HILLSDALE, MICHIGAN

By:

Name:_____

Title:_____

AMERICAN MUNICIPAL POWER, INC.

By:

Adam Ward Senior Vice President of Member Services, Environmental Affairs & Policy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lisa McAlister Senior Vice President & General Counsel

Legal Advisor

4910-3291-7576, v. 3

EXHIBIT A SCOPE OF SERVICES

The Services provided will consist of the following:

- Municipality desires ongoing reporting, permitting, and compliance assistance for the Hillsdale Electric Power Plant (the "Power Plant"). Emission units at the Power Plant include:
 - Steam boiler for space heating at power plant (EU-BLR-001)
 - 6 MW Dual Fuel (Diesel & Natural Gas) Engine #6 (EU-ENG-6)
 - 5.613 MW Dual Fuel (Diesel & Natural Gas) Engine #5 (EU-ENG-5)
- AMP will prepare annual Michigan Air Emission Reporting System (MAERS) report (or equivalent preparation, if applicable) for the Power Plant. Assistance on all aspects of the Power Plant's MAERS report is included; AMP may reach out to MAERS staff on Municipality's behalf upon request by Municipality.
- Reports will be submitted to Municipality no later than three (3) business days prior to the annual March 15th filing deadline.
- Amy Ritts, Manager of Compliance Standards & Services, will be the primary contact for AMP; Jake Hammel, Board of Public Utilities Director of Electric, will be the primary contact for Municipality.

COST ESTIMATE:

The following estimated costs for the Services are in accordance with the Rate Sheet detailed in Exhibit B. AMP staff bill on an hourly basis, with invoices sent monthly. AMP staff will bill only for hours spent on the Services and actual associated travel expenses, if applicable.

Services	Estimated hours	Associated cost
1. Annual MAERS Report preparation	8	\$920
2. Semi-Annual Deviation Reporting Assistance	4	\$440
3. Annual ROP Certification Assistance	4	\$440
4. Emission Testing Assistance	16	\$1,760
 Renewable Operating Permit (ROP) renewal application 	40	\$4,400
6. Citywide SPCC Plan Renewal	40	\$4,400

CITY OF HILLSDALE, MICHIGAN RESOLUTION NO.

TO APPROVE THE EXECUTION OF A SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. FOR ENVIRONMENTAL SERVICES

WHEREAS, the City of Hillsdale, Michigan ("Municipality") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, American Municipal Power, Inc. ("AMP") is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and

WHEREAS, AMP and Municipality have entered into a Master Services Agreement, AMP Contract No. C-12-2005-4628, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and

WHEREAS, Municipality desires to receive, and AMP desires to provide, certain supplemental environmental services, on terms and conditions as generally set forth in a participating member schedule between AMP and Municipality ("Schedule to Master Services Agreement for Environmental Services"), on file with the Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSDALE, MICHIGAN:

SECTION 1: That the Schedule to Master Services Agreement for Environmental Services between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including any appendices and/or exhibits thereto, are approved, and the City Manager of Municipality is hereby authorized to execute and deliver the Schedule to Master Services

Agreement for Environmental Services, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the Schedule to Master Services Agreement for Environmental Services to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Schedule to Master Services Agreement for Environmental Services.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 4. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 5. That this Resolution shall take effect at the earliest date allowed by law. [Optional emergency language for Ohio Members (in other states, please consult your municipal legal counsel for appropriate emergency language): That this [Ordinance/Resolution] is an emergency measure necessary for the immediate preservation of the public health, peace and welfare of the citizens of ______, Ohio and shall therefore take effect immediately.]

4938-6636-6792, v. 1

EXHIBIT B

2025 Rate Schedule

Position	Hourly Rate		
Sr Vice President/Vice President/ Asst. Vice	\$90-\$250		
President			
Senior Project Manager	\$70-\$175		
Project Manager	\$55-\$150		
Project Engineer	\$50-\$125		
Field Technician	\$50-\$115		
Engineer/Specialist	\$50-\$80		
Technician	\$20-\$65		
Administrative	\$35-\$55		

Charges actually billed for all positions will be based on actual cost for each position charged according to the position ranges approved by the AMP Board of Trustees.

Position Category

Senior VP/Vice President/ Asst. VP: VP of Technical Services and Compliance, VP Programs and Sustainability, Asst. VP Environmental, Health, Safety and Compliance, Asst. VP of Engineering & Major Projects

Senior Project Manager: Director of Environmental Compliance, Director of Environmental and Hydro Compliance, Senior Director of Member Training and Safety, Director of Member Safety, Director of Economic Development & Efficiency Smart, Director of Reliability & Standards, Distribution Engineer/Programs Manager

Project Manager: Director of Member Programs & Sustainability, Manager of Reliability Standards, Corporate Health and Safety Manager, Corporate Health and Safety Coordinator, Senior Safety/ OSHA Compliance Coordinator, Safety/ OSHA Compliance Coordinator, Manager of Member Training and Safety; Project Coordinator-Distributed Generation

Project Engineer: Electrical Engineer,

Field Technician: Senior/Circuit Rider and General Safety Coordinator, SCADA Technician, Generation Technician

Engineering/Specialist: Manager of Technical Services Logistics, Generation Operations Project Coordinator

Technician: Various Interns

Administrative: Administrative Assistant Note: Organization positions not listed will be billed within the appropriate range listed. 4910-3291-7576. v. 3

Revised 10/01/2024

City of Hillsdale

Agenda Item Summary

MEETING DATE: July 21, 2025

AGENDA ITEM #: Consent Agenda

SUBJECT:Q-Mation/AVEVA SCADA licensing/maintenance agreementBACKGROUND PROVIDED BY STAFF:Brandon Janes, Technical Services

Project Background:

The HBPU uses Q-Mation Aveva software (formerly Wonderware) to control its SCADA system on the electric distribution side. This software is currently setup and functional. The software licensing and support renewal is due at a cost of \$11,653.00 and has been budgeted for.

RECOMMENDATION:

Hillsdale BPU Board recommends approving the renewal of Aveva/Wonderware support contract at a cost of \$11,653.00.00 to Q-Mation.



SOLE SOURCE / BEST SOURCE JUSTIFICATION

To be completed by the Department and forwarded to City Manager for Approval

Vendor: Q-Mation – Formerly dba Wonderware North

Amount \$11,653.00

Department: Technical Services/ Power Plant/Electric SCADA system

Date: 7/8/25

Sole Source – A single vendor is uniquely qualified to meet the City's procurement objective.

Provide an explanation of the need that has to be fulfilled, focusing on the requirements (not a description of the product or service, which satisfies that need). Why is this vendor the only one that can fulfill the need identified? Describe the unique aspects of their product or service or attach letter from vendor:

Aveva/Wonderware is the software used for out electric SCADA system. This is the current system installed.

Check appropriate reason below:

This is a product manufactured by a single vendor.

This product or service is sold only through this single distributor.

This service is unique to a single organization.

An unusual or compelling urgency exists (explain below).

What activities have already occurred prior to submitting this request? Discuss what other products and services in the market were reviewed and why they didn't fulfill the need. Have



you already evaluated products or services available on the market and then made a determination that this product or service is the only one that meets your need? Has the vendor already done any work related to this project or purchase?

This is the current system installed for our electric SCADA usage. There are other

companies that can implement a SCADA solution but could cost several hundred

thousand dollars. SCADA systems will be looked at during the upgrade of our electric

system over the next few years.

Best Source – Does the need meet one of the following "best source" definitions instead of the sole source definition referenced above (explain below):

• The product or service must match or be compatible with current equipment or services; or

• It would not be economically feasible for another vendor to provide the product or service needed; or

• A single vendor is uniquely qualified to fulfill the City's need; or

• An unusual or compelling urgency exists.

Date
-
Date



PROPOSAL

prepared for

Hillsdale Board of Public Utilities - Hillsdale, MI 45 Monroe St. Hillsdale, Michigan 49242 (517) 437-3387 phone

Brandon Janes bjanes@hillsdalebpu.com 517-437-6499 phone

prepared by

Customer FIRST sales@q-mation.com (877) 900-4996 phone

DATE: 05.19.2025 QUOTE: QUO-62205-W9B7P6 REV: 0 REF: CityHillsdale_112093_20250819_SB

Line #	Description	Qty	Unit Price	TOTAL
1	Customer FIRST Support	1	\$11,653.00	\$11,653.00
	Part #: QmCF-019R AVEVA Customer FIRST Support Renewal - Standard Level			
VIEW TER	RMS ON LAST PAGE OF QUOTE		GRAND TOTAL	\$11,653.00
	\$11,653.00			
	\$12,818.30			

NOTES

** A 10% reinstatement fee will be applied to your renewal if your order is not received by 08/19/2025. This reinstatement fee is only applicable until 09/18/2025 after which all renewal discounts are forfeited.

CFA#: 112093

Agreement Dates: 08/20/2025 through 08/19/2026



PRUPUSAL

Q-mation, LLC 425 Caredean Drive Horsham, PA 19044 sales@gr.mation_com

remittance address Q-mation, LLC 425 Caredean Drive Horsham, PA 19044

to ensure timely processing of your purchase order, please note the following:

- Shipping terms: FOB Shipping Point
- Standard Payment Terms is NET 30

Notice Regarding Sales Tax Compliance:

- **If you are tax-exempt**: Please submit your exemption certificate to ensure sales tax is not charged on eligible purchases.
- If we do not have a certificate on file: Sales tax will be added to your invoice(s) as required by law



FKUFUJAL

O-mation, LLC 425 Caredean Drive Horsham, PA 19044 sales (87) 900-4908

City of Hillsdale Agenda Item Summary

Meeting Date: July 21, 2025

Agenda Item: Consent Agenda

SUBJECT: Stack Testing

BACKGROUND PROVIDED BY: Electric Superintendent Hammel

We are required to do a stack test every three years. The purpose of the test is to prove that our control measures are functioning correctly. Actual measurements of pollutants are taken and compared with pressure and temperature readings to ensure the exhaust catalysts are performing properly.

We have used TRC in the past. AMP is recommending that we continue to use TRC. We have had good results, and receive timely, quality reporting from them.

RECOMMENDATION:

Hillsdale BPU Board recommends approving TRC to perform stack testing on Engines 5 & 6 at a cost of \$16,300.00.

Jake Hammel

From:	Amy Ritts <aritts@amppartners.org></aritts@amppartners.org>		
Sent:	Wednesday, May 14, 2025 2:56 PM		
То:	Jake Hammel		
Subject:	ZZZZ Stack Test Quotes		
Attachments:	Stack Test Quote Comparison.xlsx; Hillsdale.RICE Testing GCI 25-1171.pdf; 01681.25		
	ADT Proposal AMP Hillsdale MI two engines REV.pdf; AMP Hillsdale Engine Testing		
	- TRC Proposal 671506 - May 8 2025.pdf		

Jake,

Attached you will find several items: proposals from Air Dynamics Testing, GCI Test, and TRC. There is also a Comparison Table for your convenience so that you can compare all three quotes at once.

You will notice that 2 out of 3 quotes are in the same ballpark, and the remaining quote is not (the outlier's lower cost is primarily attributed to having only one tester on-site, and completing the testing in a single day.) The two similar cost quotes are both in the reasonable/expected price range.

An additional advantage of using TRC is that they have had experience with your site in the past (ex., 2022 ZZZZ compliance stack testing). AMP's recommendation would be to move forward with TRC.

Please let me know if you have any questions or if you'd like to discuss this further.

Thanks,

Amy Ritts

Manager of Compliance Services and Standards American Municipal Power, Inc. 1111 Schrock Rd. · Columbus, OH 43229 614.540.0899 (office) 614.546.7160 (mobile)

aritts@amppartners.org



Mission: To serve Members through public power joint action, innovative solutions, robust advocacy and cost-effective management of power supply and energy services. *Vision:* To be public power's trusted leader in providing Members and their customers the highest-quality, forward-looking services and solutions. *Values:* Integrity, Member Focus, Partnership, Employee Engagement, Stewardship, Innovation and Accountability.

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

Hillsdale RICE NESHAP Compliance Stack Testing Quotes

	Air Dynamics Testing	GCI Test	TRC
		\$14,460	
		(\$11,460 if both units can be tested	
Proposed Fee	\$7,100	same day)	\$16,300
	Draft provided for review; Final available for	Provided for review and final	Draft provided for review ≤ 10 calendar days after
Test Protocol	submittal to MI EGLE ≥ 30 days before test	submission to USEPA/ MI EGLE.	formal project award.
			Draft report submitted < 30 calendar days of test
			completion.
			Final report submitted ≤ 5 days of receipt of
	One (1) electronic copy ≤ 25 days after test.	Preliminary results shared onsite.	comments.
		Three (3) printed copies and one (1)	
	Preparation of ERT data files (required as of	electronic copy \leq 30 days of test.	ERT Reporting will be provided ≤ 5 days of final
Final Report	2/26/25).	Preparation of ERT data files.	report submittal.
			Day 1 - Mobilization and set-up
		Day 0 - Mobilization, Setup	Day 2 - Unit 5
		Day 1 - Unit 5 Testing	Day 3 - Unit 6
Test schedule	One (1), 10-hr day	Day 2 - Unit 6 Testing	Day 4 - Contingency/ return travel





207C Eisenhower Lane South Lombard, IL 60148 TRCcompanies.com

Ms. Amy Ritts Manager of Compliance Services and Standards American Municipal Power, Inc. 1111 Schrock Rd. Columbus, OH 43229

Proposal Number 671506 Proposal Date: May 8, 2025

RE: Hillsdale Board of Public Utilities Units 5 and 6 ZZZZ Emissions Test

Dear Ms. Ritts,

TRC Environmental Corporation (TRC) is pleased to submit this proposal to provide air measurement services to American Municipal Power, Inc. (AMP) at the Hillsdale Board of Public Utilities facility in Hillsdale, Michigan. We understand that the services you have requested are required to show compliance with 40CFR63 Subpart ZZZZ. This letter defines our proposed scope of services, schedule, staffing, and price for the test program AMP identified in email communication dated April 23, 2025.

As you evaluate proposals for this important test program, please consider the following factors that differentiate TRC and are essential to an emission testing program that will serve your business objectives:

- TRC knows your industry and understands the expectations of the regulatory community. We have performed a range of test programs for the utility industry and we have solid relationships with regulators in Michigan.
- TRC uses a true project management model. Gavin Lewis will serve as the Project Manager for this project. Gavin has more than 25 years of emission testing experience and has managed numerous emission testing programs for a variety of industrial clients. Gavin will serve as your primary point of contact, keeping you apprised of project progress each step of the way.
- Our test teams are experienced and equipped with properly maintained instrumentation. As a
 result, we can help manage the risk of incurring unnecessary costs associated with maintaining
 operating conditions that may not meet your production needs but are required for the test
 program.
- The safe execution of all aspects of our job is the priority at TRC. TRC has achieved an Experience Modification Rate (EMR) of 0.90 and a Total Recordable Incident Rate (TRIR) of 0.38 for 2024. We follow our safety program requirements and we will follow yours.
- TRC is the first Air Emissions Testing Body (AETB) in the world to receive third-party
 accreditation to ASTM D7036 under the joint A2LA and Stack Testing Accreditation Council
 (STAC) evaluation process. Independent, third-party accreditation means that our management
 systems have been evaluated and have been found to conform to ASTM D7036 a quality
 management standard that is directly applicable to source testing and a requirement for all Part
 75 test programs. As a result, the data quality objectives necessary to produce reliable

measurement results will be achieved. Performance data collected during internal/external audits (i.e. proficiency test results) are available upon request.

- Your test plans and reports will be delivered on time. We have included a list of deliverables with the schedule of when the test plans and reports will be delivered to you.
- TRC is fully engaged in the emission testing arena. We support the Source Evaluation Society conference with session chairs and speakers and are active in the organization's safety and data quality programs. We're actively involved in the Air and Waste Management Association (AWMA) and we are corporate dues-paying members of the American Fuel and Petroleum Marketing Association (AFPM) and the National Council of the Pulp and Paper Industry for Air and Stream Improvement (NCASI). Our active participation in these organizations affords us a comprehensive perspective on regulations, methods, and policy that is beyond the reach of our competitors and that we will apply to your test program.

Proposed Scope of Services

Table 1: Test P	Program Requirements, Coop	er Bessemer	Units 5 and 6		
Parameter	Method	# of Runs	Duration (min)	Comment	
O ₂ / CO ₂	3A	2	60	Inlet and outlet; Limit is	
СО	10	3		70% Reduction	

TRC will perform the tests summarized in the following table:

Project Schedule

TRC will execute the referenced scope of services according to the following schedule:

Day	Activity	# of Staff	On-site Hours
1	Travel to site and setup equipment.	2	4
2	Pretest QA procedures, 3x1 hr test runs @ 90% load or higher on Unit 5, post test QA, move to next unit	2	8
3	Pretest QA procedures, 3x1 hr test runs @ 90% load or higher on Unit 6, post test QA, remove equipment		8
4	Contingency / return travel	2	

All project days are considered consecutive weekdays and are scheduled to begin at 8:00 AM local time unless otherwise stated. In order to mitigate safety and quality risk, TRC policy limits work to 14 hours per shift, with 10 consecutive hours off-duty between shifts. Different arrangements are possible, pending upper management approval. We recommend scheduling projects a minimum of **8** weeks in advance to allow for the optimum allocation of resources.



Deliverables

TRC will provide AMP with the following deliverables:

- A draft of the source test protocol will be submitted no more than **10** calendar days after receipt of formal project award.
- A draft of the report will be submitted no more than **30** calendar days after the completion of testing and receipt of all facility operational data.
- The final report will be submitted to AMP no more than **5** calendar days after the receipt of all AMP comments. AMP is responsible for submitting the report to the required regulatory agency(s).
- If Requested, ERT reporting will be provided no more than **5** business days after the final report is submitted.

Price for Services

TRC will charge AMP a lump sum fee to complete the Proposed Scope of Services in accordance with the Proposed Test Program Schedule. This fee is based on the tasks presented in the following table:

Table 3: Summary of Task Pricing			
Item	Description	Price	Comments
1	Test Plan	\$700	
2	Field work	\$13,000	
3	Reporting	\$1,200	
	Total Test Program Price	\$14,900	
	Optional ERT Reporting	\$1,400	
Total Test Program Price Including ERT Reporting		\$16,300	

If out-of-scope work is required, we will submit a written lump sum change order request. Out-of-scope work includes but is not limited to additional testing, standby time due to process delays or inclement weather. The change order request will be based on the following rates:

- Labor: \$143 per hour per person
- Per Diem: \$250 per day per person
- Equipment Utilization: \$1,500 per day

Project Cancellations or Postponements

We plan to begin work on this project immediately upon notification of award. If this project is cancelled or the agreed-upon schedule changed, we reserve the right to invoice AMP as follows:

 More than five working/business days prior to scheduled mobilization: 15% of the previously referenced lump sum fee



- Two to five working/business days prior to scheduled mobilization: 20% of the previously referenced lump sum fee.
- Within two working/business days of scheduled mobilization or after mobilization: 25% of the previously referenced lump sum fee.

Invoicing, Payment Terms and Remittance Options

TRC will submit an Invoice of 100% of contract value upon completion of field work.

Payments not received within thirty (30) days from the date billed are subject to a late payment charge of 1.5% per month until full payment is received. A purchase order or change order for charges due to delays, extensions or changes is required prior to the submittal of the final report.

Overnight	Wire Transfer
TRC Lockbox	Beneficiary Account Number: 2232037090
Attn: 536282	Beneficiary Account Name:
307 23rd Street Extension, Suite 950	TRC Companies, Inc Concentration Account
Pittsburgh, PA 15215	
Tel: 877-550-5933	Bank Codes:
Note: The lockbox number is a	ACH ABA No: 011500120 (Wires only)
required field in the address label	Routing #: 211170114 (ACH only)
	Swift Code No: CTZIUS33
	Bank Name: RBS Citizens
	Remittance Detail Email: Arremitdetail@TRCcompanies.com
US Postal Service	
TRC Lockbox	TRC Contact: Dawn Dostie
P. O. Box 536282	TRC Contact Phone Number: (207) 660-7222
Pittsburgh, PA 15253-5904	Reference: Reference invoice No.

Basis for Proposed Price

Unless specified elsewhere in this proposal, personal protective equipment (PPE) worn by TRC will consist of: gloves, safety glasses, hearing protection, hard hats and steel-toed leather shoes/boots. If additional PPE is required but not specified herein, a change order may be required.

Our price is based on AMP supplying TRC with the following items in order for this project to be executed as it has been proposed.

- 1. Copies of any test protocols, permits or agency communications that were not prepared by TRC but are relevant to the proposed scope of work.
- 2. Parking space for the TRC mobile laboratories within 200 feet of sampling location(s) with access to one 480 V/50 A, 60 cycle circuit.



- 3. A minimum of two 120 V, 20 A, 60 cycle electrical circuits at the sampling location(s).
- 4. Safe access to test locations. All known potential hazards, potential exposures and facility safety and requirements must be communicated to TRC in advance of test team mobilization. Delays due to unsafe working conditions or unresolved safety/entry concerns will result in additional charges which will require a change order.
- 5. Any scaffolding or aerial man-lift required to safely access the test location(s). Scaffolding must be erected by a qualified person and meet OSHA standards in 29 CFR 1926.451.
- 6. Sufficient lighting at the test locations.
- 7. Three-inch (minimum) test ports installed per EPA Method 1 specifications, with covers loosened and sample ports cleaned prior to the arrival of the test team. Delays due to port covers that are difficult to remove, or sample ports that require extensive cleaning will result in additional charges which will require a change order.
- 8. Stable process operation at the required unit load(s) or production rate(s).
- 9. Radio or telephone communication between the test team and the control room.
- 10. Plant or pollution control equipment operating data in the format required by the applicable regulatory agency for inclusion in the report. In order to ensure on time delivery of the final report, all relevant data should be provided to the test team leader prior to the teams' departure from site.
- 11. Washroom facilities for use by TRC employees.
- 12. Proper disposal of any hazardous waste generated during testing. TRC will provide chain-ofcustody documentation, but is not authorized to transport hazardous wastes.

Agency Notification

There may be a requirement to contact regulatory agencies regarding this scope of work. TRC will not initiate contact with any regulatory agency regarding this scope of work unless directed to do so in writing by AMP. Such requests must specify the regulatory agency(s) to be notified and the information to be conveyed.

Terms and Conditions

This proposal contains information that is confidential to TRC. Accordingly, the information herein may not be disclosed outside AMP without prior written approval from TRC. Should a contract be awarded to TRC as a result of, or in connection with the submission of this proposal, AMP shall have the right to duplicate, use or disclose the information to the extent provided in the resulting contract.

TRC proposes to perform the work described in this proposal under the attached terms. If this proposal is acceptable, you may engage TRC by issuing a purchase order referencing proposal number 671506. If a purchase order cannot be provided immediately, we will begin preparations upon receipt of the attached "Authorization to Proceed" form. If a purchase order is required in order for our invoice to be processed, that purchase order must be received in order for our team to mobilize.

The pricing in this proposal is valid for 120 days. Furthermore, this proposal is for the one-time completion of work described in the scope of services and project schedule.

We appreciate the opportunity to submit this proposal and look forward to working with the AMP team on this important project. Please do not hesitate to contact me at 219-613-0163 or glewis@trccompanies.com if you have questions or require additional information.

Respectfully submitted, TRC ENVIRONMENTAL CORPORATION

Ban Lennig

Gavin Lewis Project Manager

Attachments:

- Attachment 1 Work Authorization
- Attachment 2 TRC Terms and Conditions



Attachment 1 Work Authorization

Acceptance of TRC Proposal No. 671506 Attention: Gavin Lewis

Acceptance

Authorization for TRC to commence work included in the above-referenced Proposal constitutes acceptance of this Agreement. TRC will begin project preparations upon receipt of the completed form below. If a purchase order is required for our invoice to be processed, that purchase order must be received in order for our team to mobilize. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

American Municipal Power, Inc.

By:

Signature

Printed Name

Title

Date

TRC Proposal Number 671506
Attachment 2 TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the "**Proposal**"). The term "**TRC**" herein shall mean the entity submitting the proposal. The term "**Client**" herein shall mean the person or entity for whom the Work will be performed. Sometimes herein Client and TRC are referred to individually as a "**Party**" and collectively as the "**Parties**." As used herein, the term "**Affiliate**" means any direct or indirect, current or future, subsidiary of a Party, or any other entity which is controlled by a Party, or which controls a Party directly or through one or more intermediary. The term "**control**" as used in the prior sentence means possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, whether through ownership of securities, by contract, or otherwise.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 <u>Work, Deliverables, Materials</u>. TRC will perform the consulting, engineering, and/or other professional services (the "**Work**"), provide the Deliverables (defined bellow in Section 12.1), and/or procure the materials and/or equipment ("**Materials**"), as set forth in detail in the Proposal.
- 1.2 <u>Agreement Documents</u>. These Terms and Conditions, along with any Change Orders (defined below) and the Standard Invoice Formats attached hereto, together with the Proposal, form the Agreement pursual to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work ("**Client Authorization**"), such Client Authorization shall be incorporated into the Agreement, provided any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 <u>Defined Terms</u>. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal. As used herein, the term "day" means "calendar day."

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 <u>Compensation</u>. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) <u>Time and Expense or Time and Materials</u>. Any Work performed on a time and expense or time and materials ("**T&M**") basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client's written request.
 - (iii) Reimbursable Expenses:
 - <u>Project Expenses</u>. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC's insurance coverage.
 - Subcontractors. A fee of 15% will be added to the invoice cost of subcontracts managed by TRC.
 - <u>Client Requested Expenses</u>. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 15%.
 - <u>Mileage</u>. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - <u>Transportation Expenses</u>. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 15%, with receipts provided for any expense over \$25.00.
 - Lodging and Meals. Lodging and meals will be charged either:
 - o at cost plus 15%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <u>https://www.gsa.gov/travel/plan-book/per-diem-rates</u>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) <u>Lump Sum or Unit Prices</u>. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) <u>Invoice Format</u>. Invoices for Work performed on a T&M basis will follow the format in Exhibit (1) attached hereto, and invoices for Work performed on a lump sum basis will follow the format in Exhibit (2) attached hereto.



- (a) <u>Disputed Invoices</u>. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 <u>Payment Terms</u>. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 <u>Failure to Pay</u>. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 <u>Records/Audit</u>. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 <u>Time for Performance</u>. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 <u>Completion</u>. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 <u>Work Added or Changed by Client</u>. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement. 4.2 for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "Force Majeure Event" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization; and encountering any unforeseen conditions.
- 4.4 <u>Notice of Impacts to the Work</u>. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.



- 4.1 <u>Delays by TRC</u>. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.
- 4.2 <u>Litigation Services</u>. At the request of Client, TRC will provide testimony and other evidence in any litigation, hearings, or proceedings to which Client is or becomes a party in connection with the Work performed under this Agreement, provided that, to the extent allowable by law, Client agrees to compensate TRC at its then-current rates for its time and expenses (as provided in <u>Exhibit B</u> hereto) in connection with such evidence or testimony. If TRC is compelled by legal process to provide testimony or produce documents or other evidence in connection with Work performed, TRC agrees to contact Client and cooperate with Client and Client's counsel, and Client agrees, to the extent allowable by law, to compensate TRC at its then-current rates for its time and expenses (as provided in <u>Exhibit B</u> hereto) in connection with any testimony or evidence production.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 <u>Client Information</u>. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 <u>Subsurface Investigations</u>. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 <u>Communication</u>. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 <u>Standard of Care</u>. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**").
- 6.2 <u>Warranty for Materials</u>. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 <u>Remedies</u>. If TRC's Work fails to meet the Standard of Care ("Nonconforming Work"), or if any Materials fail to meet the Warranty ("Defective Materials"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("Correction Period"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 <u>Licenses</u>. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 <u>Employees</u>. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 <u>Communication</u>. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.



ARTICLE 7. CONFIDENTIALITY

- 7.1 <u>Confidentiality Agreement</u>. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's Affiliates and their respective employees, agents, subcontractors, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "Confidential Information" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, client and supplier relationships, rates, pricing, means and methods or work, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 <u>Legal Obligation to Disclose</u>. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's Affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 <u>Remedy</u>. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 <u>Communications with Third Parties</u>. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 <u>Required Insurance Coverage</u>. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
 - (a) <u>Worker's Compensation Insurance and Employer's Liability Insurance</u> as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
- (d) <u>Commercial General Liability Insurance</u> in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) <u>Professional Liability Insurance</u> in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
 - 8.2 <u>Additional Insured</u>. TRC shall provide additional insured coverage to Client under TRC's auto and CGL policies coverage using ISO endorsement form CG 20 10 12 19.
 - 8.3 <u>Certificates of Insurance</u>. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
 - (a) "TRC Group" means TRC and its subcontractors of all tiers, and each of their Affiliates, and all their officers, directors, and employees.
 - (b) "Client Group" means Client and its Affiliates, and all their officers, directors, and employees.
 - (c) "Losses" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "Claims" means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC's INDEMNITY OBLIGATIONS.
 - (a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.



(a) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

- 9.3 <u>CLIENT'S INDEMNITY OBLIGATIONS</u>. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 <u>Risk of Loss to the Work</u>. Additionally, notwithstanding anything to the contrary contained herein, it is understood and agreed that Client bears all risk of loss of or damage to the Work and the facilities which are the subject of the Work including all materials and equipment to be incorporated therein, and Client hereby releases and shall defend, indemnify, and hold TRC Group harmless from any such loss or damage, however such loss or damage shall occur.
- 9.5 <u>Conditions Precedent</u>. Each Party agrees that as a condition precedent to its obligations to indemnify and hold harmless, the indemnified party must give prompt written notice to the indemnifying party of any claim covered by Articles 9 or 10, or any other indemnification clause in this Agreement. As an additional condition precedent, for any claim other than a claim arising out of TRC's alleged professional negligence, the indemnified Party must allow the indemnifying Party to represent the interests of every indemnite in defending and settling such claim. In the event any indemnite fails or refuses to tender the defense of any such claim to the indemnifying Party, such Party's defense, hold harmless, and indemnity obligations related to that claim will be null and void.
- 9.6 <u>APPORTIONMENT OF ATTORNEYS' FEES.</u> NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 <u>Pre-existing Conditions</u>. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("Hazardous Substances") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "Non-TRC Hazardous Substances"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
 - 10.2 <u>Hazardous Substances Encountered During the Work; Disposition of Samples</u>. If TRC encounters unexpected Hazardous Substances during performance of the Work, and if, in TRC's sole and exclusive judgment, such Hazardous Substances impede the performance of the Work, the Parties shall proceed as provided above in Section 4.4, and TRC shall suspend performance of the Work until such Hazardous Substances are properly contained and/or removed. When containerization and labeling of Hazardous Substances is included in TRC's original scope of Work or is added by Change Order, TRC will appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
 - 10.3 TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
 - 10.4 <u>CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ALL LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.



ARTICLE 11. ALLOCATION OF RISK

- 11.1 <u>Client's Separate Contractors</u>. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 <u>Mutual Waiver of Consequential Damages</u>. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other and each other's Affiliates, and under no circumstances shall either Party or its Affiliates be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its Affiliates, and each of their employees, officers, directors, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- Ownership of Deliverables. All Deliverables shall become the sole and entire property of Client after TRC receives payment for such 12.1 Deliverables. As used herein, the term "Deliverable" means completed instruments of professional services prepared solely and exclusively for Client pursuant to the requirements of this Agreement, such as stamped or final reports, surveys, studies, drawings, designs, calculations, analyses, recommendations, evaluations, checklists, protocols, procedures, test and acceptance plans, test results, and permits. The term "Deliverable" does not apply to TRC's internal notes or documentation, field data, laboratory test data, calculations, estimates, or any work-in-progress except to the extent the Agreement requires submission of preliminary or progress designs. Notwithstanding anything to the contrary herein, to the extent any Deliverables include proprietary information that is not prepared solely and exclusively for Client, such proprietary information shall remain the exclusive property of TRC, but Client will have unrestricted and non-exclusive rights and license to use such information. TRC's proprietary information, includes, but is not limited to, its seal, stamp, or certification; know-how; methodologies; techniques; processes; tools, pre-existing documents; trade secrets, patents, patents pending, standard details, templates, figures, or specifications; computer programs; software; inventions; intellectual property; or systems utilized or developed (a) prior to the effective date of the Agreement; or (b) for any purpose other than performance of the Work. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties).
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 <u>Unauthorized Use of Deliverables</u>. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 <u>Client's Safety Requirements</u>. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or



at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

13.1 <u>Reporting of Incidents</u>. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 <u>Termination for Default</u>. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) days from receipt of the default notice, the non-breaching Party may provide a written notice to the breaching Party of termination of the Agreement.
- 14.2 <u>Termination or Suspension for Convenience</u>. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 <u>Termination for Insolvency</u>. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 <u>Governing Law, Jurisdiction, Venue</u>. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State where the Project is located without regard to choice of law or conflicts of law principles. If the Work under this Agreement is not for a Project in a physical location, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be within fifty (50) miles of the Project location or, if there is no physical Project location, in Hartford, Connecticut.
 - 15.3 <u>Prevailing Party</u>. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "Litigation Expenses"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 <u>Independent Contractor and Waiver of Benefits</u>. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 <u>Compliance with Laws</u>. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 <u>Severability</u>. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.



- 16.1 <u>Waiver</u>. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.2 <u>Assignment</u>. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its Affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.3 <u>Captions</u>. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.4 <u>Integration</u>. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.5 <u>Amendments</u>. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.6 <u>No Third Party Beneficiaries</u>. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.7 <u>Signatures</u>. The Proposal may be executed electronically and/or in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal delivered by electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.8 <u>Notices</u>. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below: If to TRC, send to the attention of the person signing the Proposal; If to Client, send to the attention of the person to whom the Proposal is addressed. Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days
- after written notice thereof to the other Party. 16.9 Remittance Information. TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC Lockbox PO Box 536282 Pittsburgh PA 15253-5904

Overnight Packages:

TRC Lockbox Attn: 536282 307 23rd Street Extension, Suite 950 Pittsburgh, PA 15215 877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name: Beneficiary Account Number: Bank Codes: TRC Companies, Inc. - Concentration 2232037090

ABA Number: Routing Number: Swift Code: Bank Name:

011500120 (Wires only) 211170114 (ACH only) CTZIUS33 Citizens Bank

Remittance Detail Email: TRC Contact: Contact Phone Number: ARremitdetail@trccompanies.com Dawn Dostie 207-660-7222



City of Hillsdale Agenda Item Summary

MEETING DATE:	July 21, 2025
AGENDA ITEM #:	Communications
SUBJECT:	MI Solar for Savings Grant Award

BACKGROUND PROVIDED BY: David Mackie, City Manager / Utility Director

The Hillsdale Board of Public Utilities (BPU) has been selected by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) as one of eight recipients statewide to receive funding through the first round of the Solar for Savings (SFS) grant program. This program supports the deployment of community-serving solar projects.

Hillsdale BPU's proposed project involves the construction of a 0.5-megawatt ground-mounted solar array at the Hillsdale Municipal Airport. The total estimated cost of the project is \$1,198,721, with \$995,292 provided from the SFS grant and the remaining \$204,429 covered by Hillsdale BPU through cash and in-kind contributions.

The project will add new generation capacity to the local grid, supporting Hillsdale's long-term energy independence. It is also designed to benefit low-income utility customers and contribute to rate stability for all BPU customers by reducing long-term power supply costs.

City staff are currently working with EGLE to finalize the grant award. Final approval of the project, through a grant agreement, will be brought to Council for consideration in the coming months.



EGLE announces Solar for Savings grants for eight rooftop and community projects

July 14, 2025

Media Contact:

Jeff Johnston EGLE Public Information Officer

JohnstonJ14@Michigan.gov 517-231-9304

Awards through MI Health Climate Challenge serve as pilot projects for MI Solar For All

Eight awardees from all corners of Michigan will become the first MI Solar for All pilots, awarded in round one of the Solar for Savings (SFS) grants opportunity. SFS is the first of a series of <u>MI Healthy Climate Challenge (MHC Challenge)</u> grant competitions to drive clean energy deployment and unlock additional investment across Michigan.

The Office of Climate and Energy (OCE) in the Michigan Department of Environment, Great Lakes, and Energy (EGLE) announced the awards today. Together, they tentatively total about \$7.9 million – a number subject to change as the OCE works with awardees in the coming weeks to finalize grant agreements.

Projects are focused on deploying solar projects to help low-income participants save money by reducing energy costs or providing other benefits, improving energy resilience, and supporting Michigan's energy independence through greater solar access across Michigan communities. Grants were awarded in two categories:

Residential rooftop solar projects

- Hope Village Revitalization, Wayne County: Retrofit 10 homes in Detroit and Highland Park with rooftop solar, battery storage, weatherization and high efficiency, dual fuel, cold climate heat pumps, with a goal of scaling the program to 100 homes.
- Southwest Housing Solutions Corp., doing business as MiSide Housing, Oakland County: Install solar on a 60unit multifamily building serving low-income vulnerable seniors, including formerly homeless seniors, with solar benefits to fund part of the time for a service coordinator position for residents.
- Superior Watershed Partnership, covering all Upper Peninsula counties: Install solar at 15 households. At least five households will receive energy storage. Critical care customers with medical devices dependent on electricity will be prioritized. Installations will provide electricity cost reductions to low-income households and, in cases with energy storage, added resiliency.

Residential-serving community solar projects

- **City of Benton Harbor, Berrien County:** Install solar at city facilities. Benefits will be provided to eligible lowincome beneficiaries on city water bills.
- Hillsdale Board of Public Utilities, Hillsdale County: Install ground-mounted solar at a municipal airport with pollinator-friendly plants. Low-income benefits will be provided on utility bills.
- Inter-Tribal Council of Michigan, Chippewa County: Install solar and storage at 12 residential homes and a community building to support resiliency, provided as electric bill offset to 12 households or through community programs focused on energy assistance or food security.
- Lowell Light & Power, Kent County: Install solar canopies over the main parking lot at Stoney Lakeside Park for high visibility and community education with benefits provided on utility bills in an opt-out program.
- North End Woodward Community Coalition, Wayne County: Expand the Solar Neighbors initiative to install solar, owned by a community trust.

The proposals serve as pilot projects laying the groundwork for the broader <u>MI Solar for</u> <u>All (MI SFA)</u> program, a federally funded initiative to bring solar energy to low-income households and communities statewide.

MI SFA will provide direct financial assistance for rooftop solar, community solar, energy storage, and upgrades, as well as workforce development, community outreach, and technical assistance opportunities. Participating households are expected to receive a benefit equivalent to an average 20% reduction on their electricity bill.

Michigan <u>received \$156 million</u> for MI SFA through the U.S. Environmental Protection Agency's \$7 billion Solar for All competition.

The state initially allocated \$8.875 million for Solar for Savings but now has approved up to \$20 million more to fund pilot projects that will broaden the knowledge base for MI SFA. Applications have closed for the first two rounds of Solar for Savings but remain open until 5 p.m. Sept. 30 for the third round. Awards will be made first-come, first-served, and each round's applicants will remain eligible in subsequent rounds. To learn more and apply, visit <u>Michigan.gov/MHCChallenge</u>.

Beyond Solar for Savings, the MHC Challenge will offer multiple funding opportunities to help build momentum around clean energy initiatives statewide. Future grant competitions will focus on helping communities and partners leverage federal tax credits, expanding access to green lending, and unlocking large-scale climate financing for high-impact climate projects. Eligibility will vary by competition, but the MHC Challenge is designed to include a wide range of public and private participants – including local governments, community lenders, schools, faith organizations, nonprofits, and solar providers.

To stay informed about future competitions launching throughout 2025, <u>sign up for the</u> <u>MI Healthy Climate Bulletin</u>.

Departmen	t of Environment, Grea	at Lakes, and Energ	У
Office of Cli	mate and Energy	Press Release	Climate
Energy	MI Newswire		

Department of Environment Great Lakes and Energy

Related News

Katy Price

From:David MackieSent:Thursday, July 17, 2025 4:15 PMTo:Katy PriceSubject:FW: Council Update on TAP grant/MDOT Meeting

Please include under Communications Item D. in the agenda packet.

David E. Mackie City Manager / BPU Director 97 N. Broad St. Hillsdale, MI 49242 Phone: (517) 437-6444 dmackie@cityofhillsdale.org

From: David Mackie Sent: Wednesday, July 16, 2025 10:25 AM

To: Joshua Paladino <joshuapaladino4hillsdale@gmail.com>; William Morrisey <wmorrisey@outlook.com>; flynn.robert.d@gmail.com; bruns.ward1@gmail.com; Rob Socha <sochaforhillsdale@gmail.com>; Robert Stuchell <rgstuchell@outlook.com>; Gary Wolfram <gleewolfram@gmail.com>; hillsdalecc_mbentley@protonmail.com Cc: Alan Beeker <abeeker@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Sam Fry <sfry@cityofhillsdale.org>

Subject: Council Update on TAP grant/MDOT Meeting

Mayor Pro Tem and Council Members,

City staff met with MDOT this morning to review our TAP grant application, with a focus on clarifying the project scope and the City's anticipated cost share. As I previously reported to Council, we suspected that portions the \$1.2 million budget figure provided by MDOT may have included duplicated work items, due to uncertainty over whether they were considered participating or non-participating costs. MDOT staff confirmed that this was indeed the case based on how our Engineer's Opinion of Costs was submitted in the grant application.

We also learned that some of the work items included in our TAP grant request are actually considered part of MDOT's project and will be 100% funded by MDOT. Based on this information, City staff will perform a detailed line-by-line review of the TAP grant budget to ensure each item is correctly allocated to the appropriate funding source (local, state, and or federal/TAP). Our goal is to maximize the impact of available grant funds and minimize the City's local contribution wherever possible.

Because this is a complex and collaborative process with MDOT, it will take a few weeks to complete. Once we have completed our revisions, I will report back to Council with an updated cost estimate and funding breakdown.

David E. Mackie City Manager / BPU Director 97 N. Broad St. Hillsdale, MI 49242 Phone: (517) 437-6444 <u>dmackie@cityofhillsdale.org</u>



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Katy Price

From: Sent: To: Subject: David Mackie Tuesday, July 15, 2025 3:51 PM Katy Price FW: M-99 in the city of Hillsdale

FYI

David E. Mackie City Manager / BPU Director 97 N. Broad St. Hillsdale, MI 49242 Phone: (517) 437-6444 dmackie@cityofhillsdale.org The City of HILLSSDALE MICHIGAN ©

From: Wallace, Kelby (MDOT) [mailto:WallaceK@michigan.gov]
Sent: Monday, July 7, 2025 10:16 AM
To: Matthew Bentley <hillsdalecc_mbentley@protonmail.com>; Jason Blake <jblake@cityofhillsdale.org>; David Mackie
<dmackie@cityofhillsdale.org>; Alan Beeker <abeeker@cityofhillsdale.org>
Cc: Leix, Tracie (MDOT) <LeixT@michigan.gov>; Pittman, Jason (MDOT) <PittmanJ@michigan.gov>; Davis, Michael
(MDOT) <DavisM45@michigan.gov>; Strach, Andrea (MDOT) <StrachA1@michigan.gov>
Subject: RE: M-99 in the city of Hillsdale

All,

After further discussion with Jason Blake, I believe there are costs in the preliminary estimate that would be covered by MDOT 100% as part of our resurfacing project and should be removed from the grant application, which would reduce the city's contribution.

We will need to set up a meeting later this week or early next week to refine the cost estimate.

Thanks.

Kelby Wallace, PE MDOT Jackson TSC wallacek@michigan.gov 517-643-1322

From: Wallace, Kelby (MDOT)
Sent: Monday, July 7, 2025 7:14 AM
To: Matthew Bentley <<u>hillsdalecc_mbentley@protonmail.com</u>>
Cc: Davis, Michael (MDOT) <<u>DavisM45@michigan.gov</u>>; Strach, Andrea (MDOT) <<u>StrachA1@michigan.gov</u>>; Jason Blake

<<u>iblake@cityofhillsdale.org</u>>; Alan Beeker <<u>abeeker@cityofhillsdale.org</u>>; Leix, Tracie (MDOT) <<u>LeixT@michigan.gov</u>>; Pittman, Jason (MDOT) <<u>PittmanJ@michigan.gov</u>>; <u>dmackie@cityofhillsdale.org</u> Subject: M-99 in the city of Hillsdale

Matthew,

I've looped in several people at the city and here at MDOT that have been involved in the project so far because I want to be transparent to all. The estimate of the project is still in the preliminary stages, so this information is high level, until it can be refined further, which I believe may lower the cost for the city of Hillsdale.

Any modifications to the conceptual plan submitted by the city related to the pedestrian improvements, bike lane, signal improvements or other items (i.e. Waldron St. curbing) will need to be re-visited by the TAP grant committee and may affect the potential grant award.

The information submitted by the city staff as part of the Transportation Alternatives Program (TAP) application included the following approximate amounts:

- Federally non-participating items (100% city funded) costing the city approximately **\$211,000**. This would include items for rebuilding/resurfacing the city owned parking areas/streets around Hillsdale St., Ferris St. and North St.
- Federally TAP grant funded items related to the Road Diet and non-motorized improvements of approximately \$1,000,000. This includes everything else presented at the open house on 6/12/25.
 - The TAP grant require a minimum of 20% match to apply for the grant and the city proposed to fund a match of **\$200,000** (grant would cover \$800,000).
 - This cost includes traffic signal costs (of about \$450,000). Some of the signal costs may not be required to implement the Road Diet, subject to some additional traffic analysis that would be needed. These signal improvements were included in the grant request related to left turn and pedestrian safety improvements that have been requested both of MDOT and the city at this location.
- In summary, the city's grant application indicated approximately **\$411,000** to be provided by the city and \$800,000 was requested in TAP grant funding.

As I mentioned above, further refinement needs to be completed on the cost estimate of all these items.

Thanks and contact me with any questions.

Kelby Wallace, PE MDOT Jackson TSC wallacek@michigan.gov 517-643-1322

From: Matthew Bentley <<u>HillsdaleCC_MBentley@protonmail.com</u>>
Sent: Wednesday, July 2, 2025 10:59 AM
To: Wallace, Kelby (MDOT) <<u>WallaceK@michigan.gov</u>>
Cc: Pittman, Jason (MDOT) <<u>PittmanJ@michigan.gov</u>>; Leix, Tracie (MDOT) <<u>LeixT@michigan.gov</u>>
Subject: RE: Thank you!

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Yes, please send me any updates as they develop. But in particular, I would like a preliminary estimate of the allocation of the \$1.2 million project cost among the various projects, both integral (the City Hall intersection) and peripheral (Budlong/Waldron; Cook St, PO parking lot, etc.).

Did I understand correctly that the lights at the Carleton and Broad intersection will cost \$400,000, or is that for everything that will be done at that intersection?

Furthermore, please inform me concerning the various parameters attached to the three different pools of money (if I understand correctly): 800 from MDOT, 200 from the City, and the other 200 from the City which Mr. Pittman mentioned.

We have a City Council meeting on Monday, 7 July at 7:00 PM. I would very much appreciate receiving whatever clarification on these specific matters that you can provide before then.

Enjoy your Independence Day weekend!

Very Respectfully,

Matthew Bentley

On Wednesday, July 2nd, 2025 at 7:05 AM, Wallace, Kelby (MDOT) <<u>WallaceK@michigan.gov</u>> wrote:

Matthew,

As a follow up to our meeting, here are some historical traffic counts on M-99. These counts on M-99 are very close to the data used in the traffic analysis prepared by Wade Trim for the city.

M-99 (south of Carleton)

2022 – 7,799 vehicles per day

2023 - 8,025 vpd

2024 - 8,177 vpd

Daily traffic volumes on other MDOT highways that have a 3-lane cross section (one lane in each direction and a center turn lane and match the proposed M-99 Road Diet).

M-50 in downtown Brooklyn, 11,195 vpd

M-50 in downtown Tecumseh, 10,522 vpd

I-94BL on the west side of Jackson, 13,657 vpd

As you can see, other highways have higher traffic counts than M-99 in downtown Hillsdale and function very well with a 3-lane cross section.

We are still planning on sending you information regarding the funding break down for the proposed Transportation Alternatives Program grant application the city applied for that supports the Road Diet.

Thanks.

Kelby Wallace, PE

MDOT Jackson TSC

wallacek@michigan.gov

517-643-1322

From: Matthew Bentley <<u>HillsdaleCC_MBentley@protonmail.com</u>>
Sent: Friday, June 27, 2025 11:16 AM
To: Wallace, Kelby (MDOT) <<u>WallaceK@michigan.gov</u>>; Pittman, Jason (MDOT)
<<u>PittmanJ@michigan.gov</u>>; Leix, Tracie (MDOT) <<u>LeixT@michigan.gov</u>>
Subject: Thank you!

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Thank you for meeting with Ryan Cote and me yesterday. I have a better understanding than I did before. Please keep me informed as the plans progress. I look forward to working with you all.

Very Respectfully,

Matthew H. Bentley

Councilman Ward 2

Hillsdale, Michigan

831 233-2253

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City of Hillsdale Agenda Item Summary

Meeting Date:	July 21, 2025
Agenda Item:	Introduction & Adoption of Ordinance
SUBJECT:	Ordinance Adoption to Rezone 335 N West, 337 N West & 315 Summit

BACKGROUND PROVIDED BY STAFF (Alan Beeker)

The owner of 335 N West, 337 N West & 315 Summit has requested a rezoning of his property. The intent is to rezone the property from RD-1, One and Two Family Residential District to C-1, College District. The Planning Commission recommended that Council approve the rezoning. A public hearing was held on July 16, 2025 by the Planning Commission.

Staff requests that Council adopt the rezoning of 335 N West, 337 N West & 315 Summit.

ORDINANCE #2025-

AN ORDINANCE TO AMEND SECTION 36-143 OF DIVISION 1, OF ARTICLE III OF CHAPTER 36 OF THE CODE OF THE CITY OF HILLSDALE.

THE CITY OF HILLSDALE ORDAINS that the zoning classification of the following described property should be and is hereby changed from RD-1, One and Two Family Residential District, to C-1, College District:

335 N West St., 006-222-277-08, 337 N West St., 006-222-277-07, and 315 Summit St., 006-222-278-06. The lots included are as follows:

335 N West - 006-222-277-08

The following described premises situated in the City of Hillsdale, County of Hillsdale and State of Michigan, to-wit: the west 7 rods of Lot 87, Block D, E. Martindale's Addition to the Village, now City of Hillsdale, according to the recorded plat thereof, as recorded in Liber AV of Deeds, Page 389, Hillsdale County Records.

337 N West - 006-222-277-07

The following described premises situated in the City of Hillsdale, County of Hillsdale and State of Michigan, to-wit: the west 10 rods of Lot 86, Block D, E. Martindale's Addition to the Village, now City of Hillsdale, according to the recorded plat thereof, as recorded in Liber AV of Deeds, Page 389, Hillsdale County Records.

<u>315 Summit - 006-222-278-06</u>

The following described premises situated in the City of Hillsdale, County of Hillsdale and State of Michigan, to-wit: Lots 39 and 40, E. Martindale's Addition to the City of Hillsdale, according to the recorded plat thereof, as recorded in Liber AV of Deeds, Page 389, Hillsdale County Records. Included therein is that portion of the west half of the vacated alley lying adjacent thereto on the east.

THE CITY OF HILLSDALE FURTHER ORDAINS that Section 36-143 of Division 1 of Article III of Chapter 36 of the Code of the City of Hillsdale and the zoning boundaries of RD-1, One and Two Family Residential District and C-1, College District referenced herein should be and are hereby amended so as to comport with and reflect the changes in the zoning classification above provided.

Except as hereinbefore specifically amended, Chapter 36 of the Code of the City of Hillsdale and all articles, divisions, and sections contained therein are hereby ratified and affirmed.

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

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

Passed at a regular meeting of the Council of the City of Hillsdale held on the twenty first day of July 2025.

CITY OF HILLSDALE

By_____ Joshua Paladino – Mayor Pro Tem

By: _____ Katy Price – Clerk

Date Proposed:	4/16/2025
Date Published as Proposed:	<u>6/28/2025</u>
Date Passed:	
Date Published as Passed:	
Effective Date:	

City of Hillsdale Agenda Item Summary

Meeting Date:	July 21, 2025
Agenda Item:	New Business
Subject:	Street Closures for Block Party

Background:

Hillsdale Renaissance, LLC has submitted an application for street closure and parking restrictions for a "Community Building Block Party" to promote local businesses and introduce new college families to Hillsdale. The request is to close Howell St. between McCollum St. and Bacon St. This request is also for No Parking on this block during the event.

Event is on Saturday August 23, 2025 from 4:00 p.m. - 11:00 p.m.

See attached TCO 2025-20

Recommendation:

This street has been closed numerous times on Saturdays during the summertime.

Scott A. Hephner

att. By

Chief of Police / Fire Chief

TRAFFIC CONTROL ORDER Temporary - 2025-20 (Amended)

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

Temporary closure of Howell St. between McCollum St. and Bacon St. on Saturday, August 23, 2025 from 4:00 p.m. - 11:00 p.m. for an end of summer block party. Includes NO PARKING.

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

hott A. Hy

07/17/2025 Date

Received for filing in the office of the City Clerk at _____ a.m. on the _____ day

of _____, 2025.

City Clerk

Date

RESOLUTION #_____

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

Passed in open Council this _____day of _____, 2025.

Joshua Paladino, Mayor

Attest:

Katy B. Price, City Clerk

City of Hillsdale Agenda Item Summary

Meeting Date: July 21, 2025

Agenda Item #10: New Business

SUBJECT: Land Division

BACKGROUND PROVIDED BY STAFF (Zoning Administrator Alan Beeker)

The owner of 74 S Broad has purchased 72 S Broad. He has submitted an application to divide 72 S Broad with the east 2/3 of the lot being combined with his property at 74 S Broad and the west 1/3 of the lot being combined with the adjacent property located at 83 E South. As the lots are platted, the division requires Planning Commission and City Council approvals. Planning Commission reviewed the application at their regular meeting on July 16, 2025. Planning Commission recommends that Council also approve the division of 72 S Broad and the subsequent combination with 74 S Broad and 85 E South.

It is the Assessing and Planning recommendation to approve the division of 72 S Broad.

	Parcel Nu	The report rest of the log
006- <u>4</u>	26-30	<u>5-14</u>
Owne		2.0
Cou	Kenda	20
Date:	77	-2025



Land Division Review Checklist (to be completed by Assessor and Zoning Administrator)

- 1. Administrative Review for determination of authority to approve or deny application a. Is the property in question part of a recorded plat?
 - i. Ves Planning Commission Review and Council Approval Required 1. Does the proposed division result in more than 4 parcels split out of a single platted lot?
 - a. Yes Recommend denial (HMC 18-82(b))

ii. No

- 1. Does the proposed Division involve dedication of a new street?
 - a. Yes Planning Commission Review and Council
 - Approval Required
 - No Approval/Disapproval may be made by Assessor Ъ.
- 2. Zoning Review Zoning District(s) of the parcel or tract to be divided: R-1
 - a. Do all of the parcels resulting from this proposed division (including the remainder parcel) meet or exceed the minimum area required for the zoning district in which they are located?
 - Ves* 85 2 South St will be brought into compliance No-recommend application be DENIED (HMC 18-82; 36-411) i.
 - ii.

b. Do all of the parcels resulting from this proposed division (including the remainder parcel) meet or exceed the minimum lot width for the zoning district in which they are located?

- Ves* 85 E South St (existing) nonconforming, grand fathered No-recommend application be DENIED (HMC 18-82; 36-411) i.
- ii.
- c. For existing improvements:
 - i. Do all of the parcel boundaries for this proposed division (including the remainder parcel) allow for minimum yard setbacks from existing improvements?
 - 1. Ves
 - 2. ____No recommend application be DENIED (HMC 18-82; 36-
 - ii. Do all of the parcels resulting from this proposed division (including the remainder parcel) allow for maximum percentage of lot are covered by all existing buildings?
 - 1. <u>Yes</u>
 - No recommend application be DENIED (HMC 18-82; 36-2. 411)
- d. Zoning Administrator Signature: (A

e. Date Reviewed: <u>7/9/2025</u>

3. Planning Commission Review & Council Approval Required under item 1? a. Yes

i. Date of Planning Commission Meeting (attach minutes):

7/16/2025

City of Hillsdale Land Division Review | 1

ii. Date of Council Meeting (attach minutes):

b. No-Skip to Assessor Review

NA 4. Assessor Review (Skip to item 5 if Council Approval Required under item 1)

a. Is the parcel to be divided part of a larger **parent tract** as defined by MCL 560 102(b) (based on aumerchin as of March 21, 1007)?

- 560.102(h) (based on ownership as of March 31, 1997)?
 - i. ____Yes total acreage of tract: ______ (For Table 1 calculations)
 - ii. _____No total acreage of parcel: ______ (For Table 1 calculations)
- Number of resulting parcels allowed (including remainder) under MCL 560.108 - Do the boundaries of the parcel or tract to be divided match the parcel or tract in existence on March 31, 1997?
 - i. ____Yes Refer to Table 1 below:

1

Table 1 – Total number of resulting parcels allowed under MCL 560.108(2) and (3) based on total Acreage of parent parcel or tract as it existed on March 31, 1997:

First 10 Acres		4
20 acres or more:	+1 for each additional whole 10 acres up to 120 total acres (maximum of 11)	+
	+2 if both of the following statements are true:	
	 The proposed division includes establishment of 1 or more new roads so that there are no new driveway accesses to an existing public road for any of the resulting parcels. One of the resulting parcels comprises not less than 60% of the area of the parent parcel or tract. 	+
120 acres or	+1 for each additional whole 40 acres	
more:	Total number of Resulting Parcels Allowed:	+

ii. No - Parcel or tract to be divided was created by an exempt split or a division (after March 31, 1997)

- 1. Have 10 years or more elapsed since the parcel or tract to be divided was created?
 - a. ____No Is the parcel or tract to be divided a "new parent"/remainder parcel from a prior division?
 - i. Yes How many unallocated divisions were retained for this parcel (refer to deeds and/or form 3278 NOTICE TO ASSESSOR OF TRANSFER OF THE RIGHT TO MAKE A DIVISION OF LAND for any resulting "child" parcels)?
 - No Were any unallocated divisions transferred to this parcel from the parent parcel or tract (refer to deeds and/or form 3278 NOTICE TO ASSESSOR OF TRANSFER OF THE RIGHT TO MAKE A DIVISION OF LAND for this parcel)?

1. Yes – How many?

City of Hillsdale Use and Occupancy Permit FAQ's | 2

1

2. No - Application is DENIED (MCL 560.108(5)(a)

b. ____Yes – Refer to Table 2 below:

Table 2 – Total number of resulting parcels allowed under MCL 560.108(5) based on total acreage of parcel or tract created by exempt split or division occurring 10 years or more before current request:

First 10 Acres		2
20 acres or more:	up to 5 additional	
+1 for each additional whole 10 acres	Up to 8 additional if one of the resulting parcels from the proposed division	+
S T	comprises not less than 60% of the	
£	parcel or tract to be divided	
Total number of Resulting Parcels A	Allowed (not more than 10):	

c. Total number of resulting parcels – does this number exceed the number of parcels allowed?

- i. ____No
- ii. ____Yes application is DENIED (MCL 560.108)

Table 3 – Divisions of original parent parcel or tract - total number of parcels created since 1997 with proposed division:

Number of new parcels created by prior divisions (since March 31,	
1997 for parent or remainder of parent parcel or tract; since creation	
of this parcel or tract for exempt split or child parcel or tract):	
Number of parcels (including remainder) created under proposed	
division:	
-1 for each resulting parcel of 40 acres or more if it is accessible:	
	-
Total number of resulting parcels created:	
	_

5. Application is

- a. ____Approved
- b. ____Approved with Condition(s):

 \sim

c. ____Denied - explain reason(s):

City of Hillsdale Use and Occupancy Permit FAQ's | 3

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SKETCH/AREA TABLE ADDENDUM



ORDINANCE # <u>2025-</u> 02

AN ORDINANCE TO AMEND DIVISION 16, SECTIONS 36-411 AND 36-412 SCHEDULE OF REGULATIONS AND SUBDIVISIONS OPEN SPACE PLAN OF CHAPTER 36 OF THE ZONING CODE OF THE CITY OF HILLSDALE

THE CITY OF HILLSDALE ORDAINS THAT:

DIVISION 16. – SCHEDULE OF REGULATIONS

Sec. 36-411. Limitations on height, bulk, density and area by land use.

	Minimu Lot Per		Maximu Height o Structur	of	Minimum Yard Setback (Per Lot in Feet)		Minimum Floor Area Per Unit (Square Feet)	Floor Per Area Per of Unit Are (Square Co Feet) by	Maximum Percentage of Lot Area Covered by All Buildings
Districts	<u>Min</u> . Area in Square Feet	<u>Min</u> . Width in Feet	In Stories	In Feet	Front	Each Side	Rear		
R-1 one- family residential	(a) 8,400	(a) 70	31/2	35	25	8	10	Sec. 36-5	30%
RD-1 one- family residential	(a) 6,500	(a) 60	21/2	25	25	8	10	Sec. 36-5	30%
RD-1 two- family residential	(a) 8,400	(a) (q) 70	21/2	25	25	8	10	Sec. 36-5	35%
RM-1 multiple- family residential	(b)	(q)	4	40	25 (c)	8 (c)	10 (c)	(e) Sec. 36-5	35% (b)
B-1 local business		(p)	21/2	35	(h) 25	(e, m)	(f, m)	none	(g)
B-2 central business		(p)	(i)	(i)	(h)	(e, m)	(f, m)	none	(g)
B-3 general business		(p)	21/2 4	(1) 35 40	(h) 40	(e, m)	(f, m)	none	(g)
I-1 light industrial		(p)	·	(1) 50	50	(j, k, m, n) 10	(j, m, o)	none	(h)

Approved Approved with Conditions Denied	
* Please refer to the attached sheet for explanation behind the decision.	
Date:	



Application Fee: \$75.00
Receipt #: <u>1987798</u>
Signature: M. Lonar
Date Received: 7/3/2025
(by City Clerk or City Treasurer)

LAND DIVISION APPLICATION

You MUST answer all questions and include all attachments or this application will be returned to you.

Bring or mail to:

City of Hillsdale City Clerk/Treasurer 97 N Broad St Hillsdale, MI 49242 Questions: Hillsd (517)

Hillsdale City Assessor (517) 437-6456 assessor@cityofhillsdale.org

This form is designed to comply with Sections 18-82 and 18-83 of the City of Hillsdale Land Division Ordinance and Section 109 of the Michigan Land Division Act (formerly the Subdivision Control Act), P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996) MCL 560.101 et seq. Land in the City of Hillsdale shall not be divided without the prior review and approval by the City Council or their designated agent, in accordance with the City of Hillsdale Land Division Ordinance and the State of Michigan Land Division Act.

Approval of a division is not a determination that the resulting parcels comply with other ordinances or regulations.

1. LOCATION of Parent Parcel or Tract to be split:

"*Tract*" means two (2) or more parcels that share a common property line and are under the same ownership.

a. Primary Address: 72 S Broad St, Hillsdale, MI 49242

b. Parent Parcel Number: 30 - 006 - <u>426</u> - <u>305</u> - <u>14</u>

c. Attach Additional Sheets (if more than one parent parcel in the tract)

2. PROPERTY OWNER Information:

- a. Name: Eric Russell & Wendy Lauren Coykendall
- b. Phone Number: (520) <u>403</u> <u>2981</u>
- c. Address: 74 S Broad St

City: Hillsdale State: MI Zip Code: 49242

d. Email: <u>ecoykendall@gmail.com</u>

City of Hillsdale Land Division Application | Page 1

- 3. **PROPOSAL** Describe the Division(s) being proposed:
 - a. Reason for proposed division (i.e. sale, lease greater than one year, development, etc.): We wish to divide the lot, then combine the sections to the two adjacent lots.
 - b. Number of New Parcels: <u>2</u> (this should include parcel(s) retained by the owner)
 - c. Intended Use (i.e. Residential, Commercial, etc.): <u>Residential (undeveloped backyard)</u>

* Note: All resulting parcel must meet the minimum size requirements of the zoning district in which the parcel is located (refer to Hillsdale Municipal Code Section 36-411)

d. Access (check one):

Each new division has frontage on an existing public street.

_____A new public street, proposed name: ______ (street name

cannot duplicate existing street)

_____A private street or easement, proposed name: _______(street

name cannot duplicate existing street)

_____A recorded easement (driveway)

e. The proposed division will be added to an existing parcel (complete below only if true) Parcel Address: <u>74 S Broad St AND 85 E South St</u>

15 Parcel Number: 30 - 006 - 426 - 305 -AND 30-006-426-305-10

Legal Description (attach extra sheets as needed): ____

The eastern 2/3 of the lot will be combined with the lot at 74 S Broad St; the western 1/3 of the lot will be combined with the lot at 85 E South St.

* If approved, combination will be processed upon receipt of deed establishing identical ownership,

4. ATTACHMENTS (all attachments <u>MUST</u> be included) Letter each attachment as shown:

- A. A scale drawing or survey that complies with the requirements of P.A. 591 of 1996 as amended for the proposed division(s) of the parent parcel showing:
 - a) Current boundaries;
 - b) All previous divisions made after March 31, 1997 (indicate when made or none);
 - c) **Dimensions** of the proposed divisions;

City of Hillsdale Land Division Application | Page 2

- d) Any existing improvements (building, wells, septic system, driveways, house, garage, etc.) and setback(s) from proposed parcel lines, and
- e) Proof of fee ownership (most recent deed of parcel to be divided)
- B. A certificate from the County Treasurer that complies with the requirement of P.A. 23 of 2019, establishing that all property taxes and special assessments due on the parcel or tract subject to the proposed divisions for the 5 years preceding the date of the application have been paid.
- C. Indication of approval, or **permit from City of Hillsdale Department of Public Services** that a proposed easement provides vehicular access to an existing road or street and meets applicable location standards (Right of Way permit). (if applicable)
- D. A copy of any transferred division rights (§109(2) of the Act) of the parent parcel (Form L-4260a)
- E. A \$75.00* application fee.

* Checks should be made payable to the City of Hillsdale

5. ACKNOWLEDMENT

The undersigned acknowledges that any approval of the within application is not a determination that the resulting parcels comply with other ordinances, rules, or regulations which may control the use or development of the parcels. Finally, even if this division is approved, I understand ordinances, laws, and regulations are subject to change and that any approved parcel division is subject to such changes that may occur before the recording of the division or the development of the parcel.

PROPERTY OWNER'S SIGNATURE

DATE: 7/3/2025

All complete application packages will be acted upon <u>within 45 days</u> of receipt. If the application package does not conform to the City of Hillsdale Land Division Ordinance requirements and/or the State of Michigan Land Division Act, the administrator shall return the same to the applicant for completion and refiling in accordance with same.

Current Lot Boundaries

COM NE COR BUDLONG & SOUTH STREETS (SW COR LOT 92) TH E ALG
N LN SOUTH ST 99 FT TH N00°18'55"E PARL TO E LN BUDLONG ST 82.5
FT FOR POB TH N00°18'55"E 67 FT TH S88°57'20"E 186.47 FT TO WLY LN
BROAD ST TH S20°38'50"E ALG SD WLY LN BROAD ST 71.55 FT TH
N89°05'40"W 211.97 FT TO POB
0.3A+/- PT LOT 93 BLK 21 SOUTH ADDN
BEG SW COR LOT 93 TH E 66 FT ALG N LN SOUTH ST TH N 82.5 FT TH W
66 FT TH S 82.5 FT TO POB
0.125A+/- PRT LOT 93 BLK 21 SOUTH ADDN
BEG SE COR LOT 93 TH W TO A PT 66 FT E OF SW COR SD LOT TH N 82.5
FT TH E TO E LN SD LOT TH SLY ALG W LN BROAD ST TO POB 93 0.42A+/-
PRT LOT BLK 21 SOUTH ADDN SEC 26

Overhead Detail



Divisions made after March 31, 1997: None

Attachment A, Land Division Application

Lot Division Detail 30 006-426-305-14 72 S Broad St

Overhead Detail



Legal Description of Divided Lots at 72 S Broad

30 006-426-305-14	COM NE COR BUDLONG & SOUTH STREETS (SW COR LOT 92) TH E ALG
72 S Broad St	N LN SOUTH ST 99 FT TH N00°18'55"E PARL TO E LN BUDLONG ST 82.5
	FT FOR POB
Western Parcel	TH N00°18'55"E 67 FT TH S88°57'20"E 66 FT TH S00°18'55"W 67 FT TH
	N89°05'40"W 66 FT TO POB
30 006-426-305-14	COM NE COR BUDLONG & SOUTH STREETS (SW COR LOT 92) TH E ALG
72 S Broad St	N LN SOUTH ST 165 FT TH N00°18'55"E PARL TO E LN BUDLONG ST 82.5
	FT FOR POB TH N00°18'55"E 67 FT TH S88°57'20"E 120.47 FT TO WLY LN
Eastern Parcel	BROAD ST TH S20°38'50"E ALG SD WLY LN BROAD ST 71.55 FT TH
	N89°05'40"W 145.97 FT TO POB

Lot Combination Detail

30 006-426-305-10 85 E South St &

30 006-426-305-15 74 S Broad St



Green lines indicate boundaries of combined properties. 85 E South Street will now be 149.5 ft deep and remain 66 ft wide. = 9,867 sf (from 5,445) 74 S Broad Street will now measure 177.44 ft along South Street; 149.5 ft along its western boundary; 120.47 ft along its northern boundary; and 159.86 ft along Broad Street.
Legal Description Change #: ______ Date Received: ______



REQUEST TO ASSESSOR TO COMBINE PARCELS Within the boundaries of the City of Hillsdale

The undersigned owner of the parcels of property referenced below and located within the City of Hillsdale, Hillsdale County, Michigan, hereby requests that the properties in question be combined under one tax identification number and mapped as a single parcel. I understand that properties can only be combined if they share a common lot line, have common ownership, and cannot be combined if said combination would be in conflict with any city ordinance or state law. I also understand that, once the property is combined, prior approval may be required from the City to divide the resulting property for the purpose of sale, lease over one year, or multiple development sites pursuant to city ordinance and state law.

<u>All outstanding taxes must be paid on all affected parcels prior to processing of this request.</u> <u>Certification from the Hillsdale County Treasurer may be required.</u>

Parcel tax identification numbers to be combined:

- 1. 30-006- 426-305-14 (Part of) Eastern Parcel
- 2. 30-006- 426-305-15
- 3. 30-006-_____
- 4. 30-006-_____
- 5. 30-006-_____

Please attach legal description or survey of resulting parcel if available.

Primary Property A	ddpess:) 74 S Broad St, Hillsdale, MI 49242	
Signed:	Wendy Copular	
Owner of Property:	Eric Russell & Wendy Lauren Coykendali	
Mailing Address:	74 S Broad St, Hillsdale, MI 49242	
Daytime Phone Nun	mber: 520.403.2981	
To be completed by Assessor:		



Legal Description Change #: ______ Date Received: ______

REQUEST TO ASSESSOR TO COMBINE PARCELS Within the boundaries of the City of Hillsdale

The undersigned owner of the parcels of property referenced below and located within the City of Hillsdale, Hillsdale County, Michigan, hereby requests that the properties in question be combined under one tax identification number and mapped as a single parcel. I understand that properties can only be combined if they share a common lot line, have common ownership, and cannot be combined if said combination would be in conflict with any city ordinance or state law. I also understand that, once the property is combined, prior approval may be required from the City to divide the resulting property for the purpose of sale, lease over one year, or multiple development sites pursuant to city ordinance and state law.

All outstanding taxes must be paid on all affected parcels prior to processing of this request. Certification from the Hillsdale County Treasurer may be required.

Parcel tax identification numbers to be combined:

- 1. 30-006- 426-305-14 (Part of) Western Parcel
- 2. 30-006- 426-305-10
- 3. 30-006-_____
- 4. 30-006-_____
- 5. 30-006-_____

Please attach legal description or survey of resulting parcel if available.

Primary Property Address:85 E South St, Hillsdale, MI 49242				
Signed: Dale Showan Derese Hava.				
Owner of Property: Dale & Teresa Sharrar				
Mailing Address: 85 E South St, Hillsdale, MI 49242				
Daytime Phone Number:517.610.2272				
To be completed by Assessor:				
Date Processed:				



LIBER 1890 PAGE 0276 STATE OF MICHIGAN - HILLSDALE COUNTY Received 03/14/2025 02:38:48 PM 612727 RECORDED 03/14/2025 02:42:17 PM 1 of 2 NICOLAS L. WHEELER, REGISTER OF DEEDS

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Timothy Michael Brannagan and Nancy Jean Brannagan

whose address is: 1861 Adams Dr. Hillsdale, MI 49242

. A

V Quit Claim to: Eric Russell Coykendall and Wendy Lauren Coykendall

whose address is: 74 South Broad St. Hillsdale, MI 49242

The following described premises situated in the <u>City</u> of <u>Hillsdale</u>, County of <u>Hillsdal</u>

See attached prop	perty description
Parcel Identification No.: 30-006-426-305-14 Commonly known as: 72 South Broad St. Hillsdale, MI 49242 Together with all and singular the tenements, hereditaments and appur sum of \$10.00	tenances thereunto belonging or in anywise appertaining, for the
Dated this <u>14</u> day of <u>MARCH</u> , 20 <u>25</u> .	Signed by: Hy MBarn
STATE OF MICHIGAN	N TB TIMOTHY M BRANNAGAN
COUNTY OF Hills dale.)	An In Nancy Brannager
The foregoing instrument was acknowledged before me this $\frac{14}{14}$	day of March, 20 25 by
Timothy Brannagan & Nat	ncy Brannagan.
SHANNON M BRITTON Notary Public - State of Michigan County of Jackson My Commission Expires Mar 27, 2029 Acting in the County of MULTS	Acting in <u>MULSAAL</u> Notary Public County, Michigan My commission expires: <u>3.27.202</u>
WHEN RECORDED RETURN TO:	DRAFTED BY: TIMOTHY M. BRANNAGAN 1861 ADAMS DEWE
	HILLSDALE, MI 49242

the following described premises situated in the City of Hillsdale, County of Hillsdale and State of Michigan, to-wit: TAX 1D No. : 30-006-426-305-14

A parcel of land part of Lot 93, Block 21, South Addition to the Village, now city of Hillsdale, according to the recorded plat thereof as recorded in Liber J of Deeds, Page 292 and Liber 2 of Plats, Page 17, Hillsdale County Records, described as: Commencing at the Northeast corner of Budlong and South Street as determined from the center line of existing pavement, being the Southwest corner of Lot 92 of said Addition; thence East along the North line of South Street a distance of 99.00 feet; thence North 00° 18' 55" East, being parallel to the East line of Budlong Street, a distance of 82.5 feet to the Point of Beginning; thence North 00° 18' 55" East a distance of 67.00 feet; thence South 88° 57' 20" East a distance of 186.47 feet to the Westerly line of Broad Street; thence South 20° 38' 50" East along the Westerly line of Broad Street a distance of 211.97 feet to the Point of Beginning.

Stephenie Kyser Hillsdale County Treasurer 33 McCollum St. Suite 205 Hillsdale, MI 49242 Phone (517) 437-4700



Land Division Tax Payment Certification Form

Name: Eric Coykendall Phone: 520.403.2981
Owner Address: 74 5. Broad St
Owner City, State, Zip: Hills de, MI 49242
Property Address: 72 5. Broad St.
Property City, State, Zip: Hill Solale, MI 49242
Parcel ID Number: 30 - 006 - 426-305-14
Attach a description of the parcel to be divided

[] CERTIFICATION DENIED

The Hillsdale County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment.

Delinquent Taxes Owed: _____

CERTIFICATION APPROVED

Pursuant to House Bill 4055, the Hillsdale County Treasurer's Office certifies that all property taxes and special assessments due on the above parcel subject to the proposed division for the five years preceding the date of the application have been paid. This certification does not include taxes, if any, now in the process of collection by the local tax collecting unit. EXCEPTION: This certification being subject to any Board of Review, Tribunal, and/or Principal Resident Exemption Denial.

[] DATED ON OR AFTER MARCH 1, _____

The return of current year delinquent taxes are not available for examination.

Certified by: ally film Date Certified: 7/3/2025



Planning Commission Meeting Minutes Hillsdale City Hall Council Chambers July 16, 2025 5:30 pm

I. Call to Order

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

II. <u>Members Present</u>

- A. Members Present: Vice Chair Kerry Laycock, Chairman Eric Moore, Commissioner William Morrisey, Commissioner Roma Rogers, Commissioner Christian Winter, Commissioner Jack Shelley, Secretary Matt Kniffen
- B. Public Present: Zoning Administrator Alan Beeker, Sam Fry, Pastor Bob Finegan, Bruce Schultz, Dave Gaebler, Tim Wells, Megan Angell, Colleen Ladd
- C. Members Absent:

III. Public Comment

No public comment.

IV. Consent Agenda and Minutes

Motion to approve the Consent agenda as presented made by Commissioner Morrisey, seconded by Vice Chair Laycock motion approved unanimously.

V. Public Hearing

A. Rezoning 151 S West

- Public Hearing opened at 5:35 pm
- Comments and questions from property owner.
- Other public comment from a neighbor
- Discussion from Commissioners.
- Public Hearing closed at 5:57 pm

Winter moved to table rezoning decision to allow owner to develop plans, not to exceed 9 months. Support by Laycock, motion passed.

B. Hillsdale College properties

- Public hearing opened at 6:03 pm
- Public comment
- Discussion from commissioners
- Public hearing closed at 6:06 pm

Laycock moved to recommend rezoning of the Hillsdale College properties to Council. Winters supported, motion passed.



VI. <u>Old Business</u>

No old business

VII. <u>New Business</u>

A. Land Division -72 S Broad St

Laycock moved to recommend the division of 72 S Broad and combine with the adjacent properties of 74 S Broad and 85 E South to Council for approval. Morrisey supported, motion passed.

B. City of Hillsdale Recreation Plan Update

Beeker submitted the rec plan for review by the Planning Commission. The plan is for the Commission to discuss recommendations at the August meeting and set a public hearing for the September meeting. Planning Commission would make a recommendation to Council for approval after the September meeting.

C. Beeker introduced Sam Fry to the Commission as his replacement. Sam Fry will take over the responsibilities of Zoning with Beeker's retirement in August.

VIII. Zoning Administrator Report

Beeker gave a few updates on local development.

IX. <u>Commissioners' Comments</u> Morrisey toured the Keefer Hotel project and indicated considerable progress.

X. <u>Public Comment</u> No public comment.

XI. <u>Adjournment</u>

Morrisey moved to adjourn the meeting, Laycock seconded. Motion passed unanimously. Meeting adjourned at 6:37 pm.

XII. Next meeting: August 20, 2025 at 5:30 pm.

City of Hillsdale

Agenda Item Summary

MEETING DATE: July 21st, 2025

AGENDA ITEM #: New Business

SUBJECT: Renewal of Microsoft licensing

BACKGROUND PROVIDED BY STAFF: Brandon Janes, Technical Services

Project Background:

The City of Hillsdale uses Microsoft software within its network. The yearly software assurance licensing for our servers, remote desktop, and SQL database are due at a cost of \$9,197.00 and has been budgeted for.

RECOMMENDATION:

Staff recommends renewal of the Microsoft licensing support contract through our retailer Sonit Systems at a cost of \$9,197.00.



Quote SONQ19691

Prepared For:

City of Hillsdale Brandon Janes Phone: (517) 437-6499 97 N Broad Street Hillsdale, MI 49242 bjanes@hillsdalebpu.com

Prepared By:

Don Lawson Technical Solutions Advisor Phone: 419-446-6456 Fax: Email: donl@sonit.com

Print this quote

419-446-2151

130 Westfield Drive, Archbold, OH 43502



www.sonit.com

Line Item Detail

	Qt	y Description	Unit Price	Ext Price
Microsoft Software Assurance :				\$7,217.00
• Micı	rosoft Agree	ment #V5668885		
• Sec • Ann	cond year of niversary orc	ds 7/31/2025 a 3-year agreement paid annually. Iers cannot be placed more than 30 days before the usage date. This means that Sonit will not be able to s order with Microsoft before 7/1/2024.		
~	2	Microsoft SQL Server Standard Core Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value - PC	\$990.00	\$1,980.00
		Currently 2		
	5	Microsoft Windows Remote Desktop Services - Software Assurance - 1 User CAL - Price Level D - 1 Year Acquired Year 1, Additional Product - Microsoft Open Value - PC	\$37.00	\$185.00
		• Currently 5		
	24	Microsoft Windows Server Datacenter Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - MOLP: Open Value	\$194.00	\$4,656.00
		• Currently 24		
	36	Microsoft Windows Server - Software Assurance - 1 User CAL - Microsoft Open Value	\$11.00	\$396.00
		• Currently 36		
Mic	rosoft s	Software Assurance for SQL:		\$1,980.00
• Mici	rosoft Agree	ment # V1880153		
Cur	rent year er	ds 8/31/2025		
		year agreement		
		lers cannot be placed more than 30 days before the usage date. This means that Sonit will not be able to		
officia	ally place thi	s order with Microsoft before 8/1/2023.		
	2	Microsoft SQL Server Standard Core Edition - Software Assurance - 2 Core - Price Level D - Additional Product, 1 Year Acquired Year 1 - Microsoft Open Value - PC	\$990.00	\$1,980

SubTotal:	\$9,197 . 00
Sales Tax:	\$0.00
Total:	\$9,197.00

Ready to Accept?

Order Confirmation

- We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.
- Freight and taxes are estimates or not included.
- Quotes are valid for 30 days, subject to supplier pricing and product availability at the time of shipping. Standard payment terms are Net 20, and some orders may require a down payment prior to placing the order.
- Sonit Systems does not accept hardware or software returns for items that have been used. Sonit will work with the supplier to try and return items that have not been used, and fees for processing, restocking, and shipping will be billed to the customer. Liability is limited to the cost of products and services.
- Time for labor is an estimate only. Delays in responses can delay the completion of projects and increase time spent. Time quoted does not include travel time, of which we normally charge the hourly rate for one-way. Hours are assumed to be during regular business hours of 8 am to 5 pm M-F. Any work that needs to be done after hours will be billed at a higher rate.

□ I agree to the terms and conditions of the above document and any attachments with an electronic signature below.

IP Address PO Number	198.109.195.2
PO Number	(Optional: Enter PO Number as your reference only.)
Comments	
Email Address	bjanes@hillsdalebpu.com
Printed Name	
Signature	
	"signatures" could include: /john smith/; /js/; /js123/, etc
Uploads Area	
Have Questio	ns?
Not Ready To Acce	pt? Have Questions?
Submit	

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

Sonit Systems



City Manager's Report for July 21, 2025

August 5, 2025 Primary Election Reminder

Qualified electors of the City of Hillsdale are reminded that a Primary Election will be held on Tuesday, August 5, 2025, to nominate candidates for the partial one (1) year term of the Office of Mayor. The top two candidates receiving the highest number of votes will advance to the General Election on November 4, 2025.

All four City wards (Wards 1 through 4) will vote at the Hillsdale Community Library, located at 11 E. Bacon Street, Hillsdale, MI, 49242. Polls will be open from 7:00 a.m. to 8:00 p.m. on Election Day.

For more information, contact the City Clerk's Office at 517-437-6441.

Crack Filling Work Starting Soon on Major Streets

The Department of Public Services will begin its annual street maintenance program in the coming weeks. This year's work will focus on crack filling along W. Bacon Street, E. Hallett Street, and W. Hallett Street.

Crack filling is a preventative maintenance technique that helps extend the lifespan of asphalt pavement by sealing cracks to prevent moisture and debris from entering. This process is essential to limit crack expansion, base material erosion, and the eventual formation of potholes and pavement failure.

Summer Property Tax Bills Mailed

Summer property tax bills were mailed at the end of June, and residents should have received them by now. If you have not received your bill, please contact the Treasurer's Office as soon as possible.

There are several convenient ways to pay your tax bill:

- Pay online, by visiting the City of Hillsdale's website (www.cityofhillsdale.org) and clicking on the "Pay My Bill" button on the homepage. There is a 3.5% convenience fee when paying online.
- Pay by mail via check, or use the drop box in front of the south-facing entrance of City Hall.
- Pay at Treasurer's Office. Treasurer's hours are Monday through Friday from 9 a.m. to 12 p.m. and 1 p.m. to 3 p.m.

If you use the drop box and would like a receipt, simply write that request on your envelope and one will be mailed to you at no charge. Summer taxes are payable without penalty or interest through August 31.

'Tuesdays in the Park' Summer Concert Series Continues

The popular "Tuesdays in the Park" concert series continues its summer season with free performances every Tuesday evening at Mrs. Stock's Park. This free weekly series features live music in a variety of genres, with all shows beginning at 7:30 p.m. Attendees are encouraged to bring lawn chairs or blankets and enjoy a refreshing evening of music in the park.