



# City Council Agenda

August 3, 2026  
7:00 p.m.

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

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- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
  - A. Approval of Bills
    - 1. City and BPU Claims of July 16, 2026: \$665,437.20
    - 2. Payroll of July 16, 2026: \$267,937.47
  - B. City Council Minutes of July 20, 2026 & Closed Session Minutes of July 20, 2026
  - C. Finance Minutes of July 20, 2026
  - D. Board of Review Minutes of July 21, 2026
  - E. TIFA Program Review Committee Minutes of July 13, 2026
  - F. Planning Commission Minutes of July 15, 2026
  - G. TIFA Minutes of July 21, 2026
  - H. TIFA Targeted Development Committee Minutes of July 16, 2026
  - I. Zoning Board of Appeals Minutes of July 22, 2026
  - J. TIFA Review Committee Minutes of July 29, 2026
  - K. Hillsdale Renaissance Block Party Street Closure Agreement and TCO 2026-28
  - L. Hillsdale Renaissance Block Party Noise Variance Request
- VI. Communications/Petitions**
  - A. Hillsdale Municipal Airport Verbal Update – Travis Stebelton
  - B. 2026 Q2 Code Enforcement and Permit Report
  - C. Hillsdale County Commissioner Verbal Update- Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
  - A. Set Public Hearing for Public Nuisance Abatement – 64 Spring St.
- IX. New Business**
  - A. 54 Westwood Street Nuisance Declaration (Resolution)
  - B. MDOT Contract Airport Taxiway Design
  - C. Temporary Authorization for Inferno, LLC – 53 N. Broad St.- Letter of Permission
  - D. Baw Beese Trail- HMA Repair, Seal Coat- Contract (Change Order)
  - E. FOIA Fee Appeal – Hannah Michelle
- X. Miscellaneous Reports**
  - A. Proclamation: Eric Sheffer – Years of Service Recognition
  - B. Appointment: None
  - C. Other- None

**XI. General Public Comment**

**XII. City Manager's Report**

**XIII. Council Comment**

**XIV. Adjournment**

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 1/12

| GL Number                                      | Invoice Line Desc                | Vendor                     | Invoice Description                     | Amount    | Check # |
|------------------------------------------------|----------------------------------|----------------------------|-----------------------------------------|-----------|---------|
| Fund 101 GENERAL FUND                          |                                  |                            |                                         |           |         |
| Dept 000.000                                   |                                  |                            |                                         |           |         |
| 101-000.000-231.105                            | RETIREMENT - JUNE 2026           | MERS                       | RETIREMENT - JUNE 2026                  | 16,332.37 | 1507    |
| Total For Dept 000.000                         |                                  |                            |                                         | 16,332.37 |         |
| Dept 175.000 ADMINISTRATIVE SERVICES           |                                  |                            |                                         |           |         |
| 101-175.000-726.000                            | LEG TIPS - 250 CELEBRATION WEKKE | GELZER HJ & SON INC        | LEG TIPS - 250 CELEBRATION WEKKEND      | 25.44     | 113166  |
| 101-175.000-801.000-215044                     | PORTA POT - TRAIN EVENT          | LAPEW SANITATION - THOMAS  | PORTA POT - TRAIN EVENT                 | 170.00    | 113185  |
| 101-175.000-802.000                            | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUN 26 | 176.24    | 113216  |
| 101-175.000-802.000                            | NET ADMIN JUN26                  | SONIT SYSTEMS, LLC         | NET ADMIN JUN26                         | 568.75    | 113216  |
| 101-175.000-802.000                            | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUL 26 | 162.50    | 113216  |
| 101-175.000-806.000                            | LEGAL FEES - JUNE 2026           | LOVINGER & THOMPSON, PC    | LEGAL FEES - JUNE 2026                  | 3,915.00  | 113190  |
| 101-175.000-810.000                            | ANNUAL MEMBERSHIP FEE            | AMAZON CAPITAL SERVICES, I | ANNUAL MEMBERSHIP FEE                   | 64.50     | 113139  |
| Total For Dept 175.000 ADMINISTRATIVE SERVICES |                                  |                            |                                         | 5,082.43  |         |
| Dept 191.000 FINANCE DEPARTMENT                |                                  |                            |                                         |           |         |
| 101-191.000-801.000                            | AUDIT SERVICES FYE 2026          | YEO & YEO PC               | AUDIT SERVICES FYE 2026                 | 1,500.00  | 113235  |
| Total For Dept 191.000 FINANCE DEPARTMENT      |                                  |                            |                                         | 1,500.00  |         |
| Dept 215.000 CITY CLERK DEPARTMENT             |                                  |                            |                                         |           |         |
| 101-215.000-801.000                            | COPIER LEASES - CITY             | CURRENT OFFICE SOLUTIONS   | COPIER LEASES - CITY                    | 191.10    | 113153  |
| 101-215.000-905.000                            | PUBLIC HEARING 7/15/26           | USA TODAY MEDIA CORP       | PUBLIC HEARING 7/15/26                  | 79.60     | 113226  |
| Total For Dept 215.000 CITY CLERK DEPARTMENT   |                                  |                            |                                         | 270.70    |         |
| Dept 253.000 CITY TREASURER                    |                                  |                            |                                         |           |         |
| 101-253.000-801.000                            | PRINT TAX BILLS - SUMMER 2026    | KCI                        | PRINT TAX BILLS - SUMMER 2026           | 2,408.06  | 113182  |
| Total For Dept 253.000 CITY TREASURER          |                                  |                            |                                         | 2,408.06  |         |
| Dept 257.000 ASSESSING DEPARTMENT              |                                  |                            |                                         |           |         |
| 101-257.000-801.000                            | COPIER LEASES - CITY             | CURRENT OFFICE SOLUTIONS   | COPIER LEASES - CITY                    | 122.16    | 113153  |
| 101-257.000-850.000                            | MONTHLY VERIZON BILL - JUN26     | VERIZON WIRELESS           | MONTHLY VERIZON BILL - JUN26            | 14.02     | 113229  |
| 101-257.000-860.000                            | LOGO FOR ASSESSING/CODE ENF VEHI | STOCKHOUSE GRAPICS         | LOGO FOR ASSESSING/CODE ENF VEHICLE     | 85.00     | 113221  |
| Total For Dept 257.000 ASSESSING DEPARTMENT    |                                  |                            |                                         | 221.18    |         |
| Dept 262.000 ELECTIONS                         |                                  |                            |                                         |           |         |
| 101-262.000-726.000                            | LABELS                           | CURRENT OFFICE SOLUTIONS   | PAPER TOWELS, COPIER PAPER, LABELS, TRF | 80.65     | 113153  |
| Total For Dept 262.000 ELECTIONS               |                                  |                            |                                         | 80.65     |         |
| Dept 265.000 BUILDING AND GROUNDS              |                                  |                            |                                         |           |         |
| 101-265.000-726.000                            | PAPER TOWELS, COPIER PAPER, TRAS | CURRENT OFFICE SOLUTIONS   | PAPER TOWELS, COPIER PAPER, LABELS, TRF | 360.06    | 113153  |
| 101-265.000-726.000                            | WATER - CITY HALL                | HEFFERNAN SOFT WATER SERV  | WATER DELIVERY SERVICE                  | 13.30     | 113170  |
| 101-265.000-801.000                            | MATS - CITY HALL                 | CINTAS CORPORATION         | MATS - CITY HALL                        | 29.60     | 113148  |
| 101-265.000-801.000                            | MATS - CITY HALL                 | CINTAS CORPORATION         | MATS - CITY HALL                        | 29.60     | 113148  |
| 101-265.000-801.000                            | MATS - CITY HALL                 | CINTAS CORPORATION         | MATS - CITY HALL                        | 29.60     | 113148  |
| 101-265.000-801.000                            | CITY HALL CLEANING - JUNE 2026   | EAST 2 WEST ENTERPRISES, I | CITY HALL CLEANING - JUNE 2026          | 675.00    | 113159  |
| 101-265.000-801.000                            | BUILDING AND GROUNDS             | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 160.00    | 113162  |
| 101-265.000-801.000-215060                     | MRC                              | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 180.00    | 113162  |
| 101-265.000-850.000                            | TELEPHONE - CITY HALL            | ACD.NET                    | TELEPHONE - CITY HALL                   | 58.49     | 113136  |
| 101-265.000-801.000                            | OOMA FAXING EQUIP JUL 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUL 26                | 129.94    | 113203  |
| 101-265.000-850.000                            | OOMA FAXING EQUIP JUN 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUN 26                | 129.94    | 113203  |
| Total For Dept 265.000 BUILDING AND GROUNDS    |                                  |                            |                                         | 1,795.53  |         |
| Dept 301.000 POLICE DEPARTMENT                 |                                  |                            |                                         |           |         |
| 101-301.000-726.000                            | 12 TIER WALL ORGANIZER X2        | AMAZON CAPITAL SERVICES, I | 12 TIER WALL ORGANIZER X2               | 59.35     | 113139  |
| 101-301.000-726.000                            | 6 TIER ORGANIZER X2 AND INTERVIE | AMAZON CAPITAL SERVICES, I | 6 TIER ORGANIZER X2 AND INTERVIEW SIGN  | 27.73     | 113139  |

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Page: 2/12

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| Fund 101 GENERAL FUND                             |                                  |                            |                                         |           |         |
| Dept 301.000 POLICE DEPARTMENT                    |                                  |                            |                                         |           |         |
| 101-301.000-726.000                               | GETAC LAPTOP CHARGER HCPD        | AMAZON CAPITAL SERVICES, I | GETAC LAPTOP CHARGER HCPD               | 30.85     | 113139  |
| 101-301.000-726.000                               | GETAC LAPTOP POWER SUPPLY 12V    | AMAZON CAPITAL SERVICES, I | GETAC LAPTOP POWER SUPPLY 12V           | 57.86     | 113139  |
| 101-301.000-740.301                               | POLICE FUEL JUNE 2026            | WATKINS TRANSPORT INC      | POLICE FUEL JUNE 2026                   | 3,946.12  | 113234  |
| 101-301.000-742.000                               | UNIFORMS PURCHASE GIACOBONE RATH | PRIORITY ONE EMERGENCY INC | UNIFORMS PURCHASE GIACOBONE RATHBUN JOE | 1,643.77  | 113212  |
| 101-301.000-742.000                               | SHIPPING CHARGE TO SHIP ORDER 70 | PRIORITY ONE EMERGENCY INC | SHIPPING CHARGE TO SHIP ORDER 70131685  | 21.75     | 113212  |
| 101-301.000-801.000                               | COPIER LEASES - CITY             | CURRENT OFFICE SOLUTIONS   | COPIER LEASES - CITY                    | 39.38     | 113153  |
| 101-301.000-801.000                               | TLO POLICE - JUNE 2026           | TRANSUNION RISK AND ALTERN | TLO POLICE - JUNE 2026                  | 100.00    | 113222  |
| 101-301.000-801.000                               | POLICE CELL AND CAR ACCESS       | VERIZON WIRELESS           | PHONE BILL FOR POLICE AND FIRE JUN 26   | 601.65    | 113229  |
| 101-301.000-930.000                               | OIL CHANGE AND TIRE ROTATION 2-6 | FRANK BECK CHEVROLET CO.   | OIL CHANGE AND TIRE ROTATION 2-6        | 109.95    | 113164  |
| 101-301.000-930.000                               | UNIFORM ITEMS FOR NEW RECRUIT BA | GALLS, LLC                 | UNIFORM ITEMS FOR NEW RECRUIT BARNES    | 719.66    | 113165  |
| 101-301.000-930.000                               | 2 TIRES FOR UNIT 2-9             | PARNEY'S CAR CARE, LLC     | 2 TIRES FOR UNIT 2-9                    | 503.86    | 113204  |
| 101-301.000-930.000                               | TUNE UP FOR UNIT 2-7             | PARNEY'S CAR CARE, LLC     | TUNE UP FOR UNIT 2-7                    | 940.23    | 113204  |
| 101-301.000-930.000                               | OIL CHANGE FOR 2-4               | PARNEY'S CAR CARE, LLC     | OIL CHANGE FOR 2-4                      | 46.00     | 113204  |
| 101-301.000-930.000                               | REPAIRS ON UNIT 2-6 BRAKES       | PARNEY'S CAR CARE, LLC     | REPAIRS ON UNIT 2-6 BRAKES              | 2,904.40  | 113204  |
| 101-301.000-930.000                               | BATTERY FOR UNIT 2-7             | PARNEY'S CAR CARE, LLC     | BATTERY FOR UNIT 2-7                    | 292.39    | 113204  |
| 101-301.000-930.000                               | REPAIR SPOTLIGHT ON 2-9          | PRIORITY ONE EMERGENCY INC | REPAIR SPOTLIGHT ON 2-9                 | 757.37    | 113212  |
| 101-301.000-930.000                               | EXHAUST FOR 2-7                  | RS CUSTOM EXHAUST LLC      | EXHAUST FOR 2-7                         | 3,072.50  | 113215  |
| 101-301.000-956.005                               | POLICE ONE ACADEMY ANNUAL FEE    | LEXIPOL, LLC               | POLICE ONE ACADEMY ANNUAL FEE           | 1,513.54  | 113188  |
| 101-301.000-956.200                               | MEALS WHILE IN TRAINING FOR MCOL | STEVEN BARNES              | MEALS WHILE IN TRAINING FOR MCOLES LICE | 365.56    | 113219  |
| Total For Dept 301.000 POLICE DEPARTMENT          |                                  |                            |                                         | 17,753.92 |         |
| Dept 336.000 FIRE DEPARTMENT                      |                                  |                            |                                         |           |         |
| 101-336.000-726.000                               | HCFD TABLET MOUNT                | AMAZON CAPITAL SERVICES, I | HCFD TABLET MOUNT                       | 17.99     | 113139  |
| 101-336.000-726.000                               | HCFD TABLET MOUNTS AND USB C ADA | AMAZON CAPITAL SERVICES, I | HCFD TABLET MOUNTS AND USB C ADAPTERS   | 67.96     | 113139  |
| 101-336.000-726.000                               | USB POWER PLUG FOR FIRE DEPT     | FAMILY FARM & HOME         | USB POWER PLUG FOR FIRE DEPT            | 9.99      | 113160  |
| 101-336.000-726.000                               | FASTERNERS AND ANCHORS PURCHASED | GELZER HJ & SON INC        | FASTERNERS AND ANCHORS PURCHASED BY FIF | 22.35     | 113166  |
| 101-336.000-726.000                               | WHITE SWITCH AND YELLOW CONNECTO | GELZER HJ & SON INC        | WHITE SWITCH AND YELLOW CONNECTOR FOR F | 15.98     | 113166  |
| 101-336.000-726.000                               | USB C CHARGING CABLE FOR CAD FIR | GELZER HJ & SON INC        | USB C CHARGING CABLE FOR CAD FIRE DEPT  | 9.99      | 113166  |
| 101-336.000-730.000                               | GAUGE AND BACK-UP LIGHT ALARM -  | PERFORMANCE AUTOMOTIVE     | GAUGE AND BACK-UP LIGHT ALARM - #332    | 64.95     | 113206  |
| 101-336.000-730.000                               | 5 - BATTERIES #333               | PERFORMANCE AUTOMOTIVE     | 5 - BATTERIES #333                      | 943.80    | 113206  |
| 101-336.000-730.000                               | BATTERY CORE CREDIT FROM #156456 | PERFORMANCE AUTOMOTIVE     | BATTERY CORE CREDIT FROM #1564569 #333  | (135.00)  | 113206  |
| 101-336.000-730.000                               | BUTT CONNECTOR - #333            | PERFORMANCE AUTOMOTIVE     | BUTT CONNECTOR - #333                   | 6.29      | 113206  |
| 101-336.000-740.000                               | FIRE FUEL JUNE 2026              | WATKINS TRANSPORT INC      | FIRE FUEL JUNE 2026                     | 512.89    | 113234  |
| 101-336.000-801.000                               | SEMI ANNUAL PREVENTATIVE MAINTEN | BREATHING AIR SYSTEMS      | SEMI ANNUAL PREVENTATIVE MAINTENANCE SE | 505.88    | 113144  |
| 101-336.000-801.000                               | FIRE TABLETS                     | VERIZON WIRELESS           | PHONE BILL FOR POLICE AND FIRE JUN 26   | (2.66)    | 113229  |
| 101-336.000-930.000                               | NEW TIRES FOR FIRE TRUCK         | PARNEY'S CAR CARE, LLC     | NEW TIRES FOR FIRE TRUCK                | 1,135.76  | 113204  |
| 101-336.000-956.000                               | FIRE CONTINUING EDUCATION MEDICA | BRAD VANDERLOOVEN          | FIRE CONTINUING EDUCATION MEDICAL, PEDI | 300.00    | 113142  |
| Total For Dept 336.000 FIRE DEPARTMENT            |                                  |                            |                                         | 3,476.17  |         |
| Dept 441.000 PUBLIC SERVICES DEPARTMENT           |                                  |                            |                                         |           |         |
| 101-441.000-726.000                               | EAR PUGS - DPS                   | AMAZON CAPITAL SERVICES, I | EAR PUGS - DPS                          | 26.83     | 113139  |
| 101-441.000-726.000                               | WATER - 149 WATERWORKS           | HEFFERNAN SOFT WATER SERV  | WATER DELIVERY SERVICE                  | 26.60     | 113170  |
| 101-441.000-726.000                               | VESTS, GLOVES                    | MORIARTY MACHINERY & SUPP  | MAJOR/LOCAL SIGNS, VESTS, GLOVES        | 380.00    | 113197  |
| 101-441.000-726.008                               | ELECTROLYTE DRINK MIX            | AMAZON CAPITAL SERVICES, I | ELECTROLYTE DRINK MIX                   | 41.35     | 113139  |
| 101-441.000-742.000                               | EMBROIDERY - LUKE SMITH          | POWERS CLOTHING, INC.      | EMBROIDERY - LUKE SMITH                 | 137.38    | 113211  |
| 101-441.000-801.000                               | MATS, MOP                        | CINTAS CORPORATION         | MATS, SHOP RAGS, FENDER COVER, MOP      | 50.44     | 113148  |
| 101-441.000-801.000                               | MATS, MOP                        | CINTAS CORPORATION         | MATS, SHOP RAGS, FENDER COVER, MOP      | 50.44     | 113148  |
| 101-441.000-801.000                               | COPIER LEASES - CITY             | CURRENT OFFICE SOLUTIONS   | COPIER LEASES - CITY                    | 192.17    | 113153  |
| 101-441.000-801.000                               | DPS                              | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 150.00    | 113162  |
| 101-441.000-850.000                               | MONTHLY VERIZON BILL - JUN26     | VERIZON WIRELESS           | MONTHLY VERIZON BILL - JUN26            | 37.56     | 113229  |
| 101-441.000-955.588                               | CDL RENEWAL REIMBURSEMENT        | LEWIS DINGESS              | CDL RENEWAL REIMBURSEMENT               | 25.00     | 113187  |
| Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT |                                  |                            |                                         | 1,117.77  |         |



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Page: 3/12

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| Fund 101 GENERAL FUND                       |                                  |                            |                                         |           |         |
| Dept 567.000 CEMETERIES                     |                                  |                            |                                         |           |         |
| 101-567.000-726.000                         | HOTMIX                           | GERKEN MATERIAL, INC       | HOTMIX - MAJOR, LOCAL, HWY              | 7.40      | 113167  |
| 101-567.000-726.000                         | CEMETERIES                       | GERKEN MATERIAL, INC       | HOTMIX                                  | 38.00     | 113167  |
| 101-567.000-801.000                         | STORM CLEANUP CEMETERIES         | LONSBERRY, JEFFREY         | STORM CLEANUP                           | 6,600.00  | 113150  |
| 101-567.000-801.000                         | CEMETERIES                       | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 10,663.65 | 113162  |
| 101-567.000-801.000                         | PORTA POT SERVICE - CEMETERY     | LAPEW SANITATION - THOMAS  | PORTA POT SERVICE - PARKS, CEMETERY     | 110.00    | 113185  |
| 101-567.000-801.000                         | PORTA POT SERVICES - CEMETERY    | LAPEW SANITATION - THOMAS  | PORTA POT SERVICES - PARKS, CEMETERY    | 110.00    | 113185  |
| Total For Dept 567.000 CEMETERIES           |                                  |                            |                                         | 17,529.05 |         |
| Dept 571.000 PARKING LOTS                   |                                  |                            |                                         |           |         |
| 101-571.000-726.000                         | 1 1/2" LANDSCAPE STONE - CITY PA | DRY MAR TRUCKING & DIRTWOF | 1 1/2" LANDSCAPE STONE - CITY PARKING I | 630.00    | 113157  |
| 101-571.000-801.000                         | PARKING LOTS                     | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 432.00    | 113162  |
| Total For Dept 571.000 PARKING LOTS         |                                  |                            |                                         | 1,062.00  |         |
| Dept 595.000 AIRPORT                        |                                  |                            |                                         |           |         |
| 101-595.000-726.000                         | WEED KILLER                      | FAMILY FARM & HOME         | WEED KILLER                             | 159.98    | 113160  |
| 101-595.000-801.000                         | AWOS DATA SYSTEM JAN-MARCH 2026  | STATE OF MICHIGAN          | AWOS DATA SYSTEM JAN-MARCH 2026         | 579.31    | 113218  |
| 101-595.000-801.000                         | MERCHANT EQUIP RENTAL BILLING    | AVFUEL CORP                | MERCHANT EQUIP RENTAL BILLING           | 20.00     | 1506    |
| 101-595.000-801.000                         | REFUELING TRUCK RENTAL BILLING   | AVFUEL CORP                | REFUELING TRUCK RENTAL BILLING          | 950.00    | 1506    |
| 101-595.000-850.000                         | TELEPHONE - AIRPORT              | ACD.NET                    | TELEPHONE - AIRPORT                     | 39.01     | 113136  |
| 101-595.000-920.000                         | PROPANE - NEW TERMINAL           | SPRATT'S TRADING POST INC  | PROPANE - NEW TERMINAL                  | 335.70    | 113217  |
| 101-595.000-930.000                         | BATWING MOWER REPAIRS            | GREENMARK EQUIPMENT        | BATWING MOWER REPAIRS                   | 263.19    | 113169  |
| 101-595.000-930.000                         | BATWING DECK PART                | GREENMARK EQUIPMENT        | BATWING DECK PART                       | 57.56     | 113169  |
| Total For Dept 595.000 AIRPORT              |                                  |                            |                                         | 2,404.75  |         |
| Dept 701.000 PLANNING DEPARTMENT            |                                  |                            |                                         |           |         |
| 101-701.000-801.000                         | COPIER LEASES - CITY             | CURRENT OFFICE SOLUTIONS   | COPIER LEASES - CITY                    | 122.16    | 113153  |
| 101-701.000-801.372                         | CONTRACTUAL SERVICES - CODE ENFO | FINISH LINE PROPERTY SOLU  | CODE ENF MOWING - 9 CORONA CIR          | 65.00     | 113162  |
| Total For Dept 701.000 PLANNING DEPARTMENT  |                                  |                            |                                         | 187.16    |         |
| Dept 728.000 ECONOMIC DEVELOPMENT           |                                  |                            |                                         |           |         |
| 101-728.000-726.000-215069                  | SOCIAL DISTRICT STICKERS         | STOCKHOUSE CORPORATION     | SOCIAL DISTRICT STICKERS                | 30.00     | 113220  |
| Total For Dept 728.000 ECONOMIC DEVELOPMENT |                                  |                            |                                         | 30.00     |         |
| Dept 756.000 PARKS                          |                                  |                            |                                         |           |         |
| 101-756.000-726.000                         | TMPR SECURITY BIT - FOD WATER FO | GELZER HJ & SON INC        | TMPR SECURITY BIT - FOD WATER FOUNTAIN  | 2.59      | 113166  |
| 101-756.000-726.000                         | FRAMING SCREWS - MONTGOMERY BRID | GELZER HJ & SON INC        | FRAMING SCREWS - MONTGOMERY BRIDGE      | 12.97     | 113166  |
| 101-756.000-726.000                         | CAP - FOD DRINKING FOUNTAIN      | GELZER HJ & SON INC        | CAP - FOD DRINKING FOUNTAIN             | 9.99      | 113166  |
| 101-756.000-726.000                         | 3 1/2" DSVT QUIKGURD             | GELZER HJ & SON INC        | 3 1/2" DSVT QUIKGURD - MONTGOMERY BRIDC | 39.97     | 113166  |
| 101-756.000-726.000                         | CEMENT BLOCK - BEACH BOUYS       | JONESVILLE LUMBER          | CEMENT BLOCK - BEACH BOUYS              | 31.12     | 113181  |
| 101-756.000-801.000                         | STORM CLEANUP PARKS              | LONSBERRY, JEFFREY         | STORM CLEANUP                           | 350.00    | 113150  |
| 101-756.000-801.000                         | PARKS                            | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 8,778.48  | 113162  |
| 101-756.000-801.000                         | PORTA POT SERVICE - PARKS        | LAPEW SANITATION - THOMAS  | PORTA POT SERVICE - PARKS, CEMETERY     | 1,665.00  | 113185  |
| 101-756.000-801.000                         | PORTA POT SERVICES - PARKS       | LAPEW SANITATION - THOMAS  | PORTA POT SERVICES - PARKS, CEMETERY    | 2,105.00  | 113185  |
| 101-756.000-801.000-215067                  | FITNESS PARK                     | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTNEANCE CONTRACT          | 260.00    | 113162  |
| Total For Dept 756.000 PARKS                |                                  |                            |                                         | 13,255.12 |         |
| Total For Fund 101 GENERAL FUND             |                                  |                            |                                         | 84,506.86 |         |
| Fund 202 MAJOR ST./TRUNKLINE FUND           |                                  |                            |                                         |           |         |
| Dept 450.000 STREET SURFACE                 |                                  |                            |                                         |           |         |
| 202-450.000-726.000                         | HOT MIX                          | GERKEN MATERIAL, INC       | HOTMIX - MAJOR, LOCAL, HWY              | 29.60     | 113167  |
| 202-450.000-726.000                         | MAJOR                            | GERKEN MATERIAL, INC       | HOTMIX                                  | 95.00     | 113167  |
| 202-450.000-726.000                         | MAJOR                            | GERKEN MATERIAL, INC       | HOTMIX - LOCAL, BPU 88 S HOWELL ST      | 81.40     | 113167  |

07/16/2026 08:52 AM  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 4/12

| GL Number                                 | Invoice Line Desc                | Vendor                                              | Invoice Description                     | Amount   | Check # |
|-------------------------------------------|----------------------------------|-----------------------------------------------------|-----------------------------------------|----------|---------|
| Fund 202 MAJOR ST./TRUNKLINE FUND         |                                  |                                                     |                                         |          |         |
| Dept 450.000 STREET SURFACE               |                                  |                                                     |                                         |          |         |
|                                           |                                  | Total For Dept 450.000 STREET SURFACE               |                                         | 206.00   |         |
| Dept 460.000 R.O.W. MAINTENANCE           |                                  |                                                     |                                         |          |         |
| 202-460.000-726.000                       | PAST DUE SERVICE CHARGE          | LITCHFIELD GRAIN CO                                 | PAST DUE SERVICE CHARGE                 | 0.21     | 113189  |
| 202-460.000-801.000                       | MAJOR STREETS - ROAD SIDES AND I | FINISH LINE PROPERTY SOLU                           | 2026 LAWN MAINTEANCE CONTRACT           | 701.24   | 113162  |
|                                           |                                  | Total For Dept 460.000 R.O.W. MAINTENANCE           |                                         | 701.45   |         |
| Dept 460.500 TRUNKLINE R.O.W. MAINTENANCE |                                  |                                                     |                                         |          |         |
| 202-460.500-801.000                       | TRUNKLINE - ROAD SIDES AND ISLAN | FINISH LINE PROPERTY SOLU                           | 2026 LAWN MAINTEANCE CONTRACT           | 283.32   | 113162  |
|                                           |                                  | Total For Dept 460.500 TRUNKLINE R.O.W. MAINTENANCE |                                         | 283.32   |         |
| Dept 480.000 DRAINAGE                     |                                  |                                                     |                                         |          |         |
| 202-480.000-726.000                       | MORTAR MIX - BARBER DRIVE        | GELZER HJ & SON INC                                 | MORTAR MIX - BARBER DRIVE               | 9.89     | 113166  |
| 202-480.000-726.000                       | MORTAR MIX N HILLSDALE BASIN     | GELZER HJ & SON INC                                 | MORTAR MIX N HILLSDALE BASIN            | 19.78    | 113166  |
| 202-480.000-726.000                       | CONCRETE MIX - N HILLSDALE BASIN | GELZER HJ & SON INC                                 | CONCRETE MIX - N HILLSDALE BASIN        | 33.96    | 113166  |
|                                           |                                  | Total For Dept 480.000 DRAINAGE                     |                                         | 63.63    |         |
| Dept 490.000 TRAFFIC                      |                                  |                                                     |                                         |          |         |
| 202-490.000-726.000                       | SIGNS - MAJOR                    | MORIARTY MACHINERY & SUPP                           | MAJOR/LOCAL SIGNS, VESTS, GLOVES        | 517.50   | 113197  |
|                                           |                                  | Total For Dept 490.000 TRAFFIC                      |                                         | 517.50   |         |
|                                           |                                  | Total For Fund 202 MAJOR ST./TRUNKLINE FUND         |                                         | 1,771.90 |         |
| Fund 203 LOCAL STREET FUND                |                                  |                                                     |                                         |          |         |
| Dept 444.000 SIDEWALKS                    |                                  |                                                     |                                         |          |         |
| 203-444.000-801.000                       | SIDEWALK REPLACEMENT - 86 BUDLO  | DRY MAR TRUCKING & DIRTWO                           | SIDEWALK REPLACEMENT - 86 BUDLONG29 WES | 2,812.50 | 113157  |
|                                           |                                  | Total For Dept 444.000 SIDEWALKS                    |                                         | 2,812.50 |         |
| Dept 450.000 STREET SURFACE               |                                  |                                                     |                                         |          |         |
| 203-450.000-726.000                       | HOTMIX                           | GERKEN MATERIAL, INC                                | HOTMIX - MAJOR, LOCAL, HWY              | 150.96   | 113167  |
| 203-450.000-726.000                       | LOCAL                            | GERKEN MATERIAL, INC                                | HOTMIX                                  | 25.84    | 113167  |
|                                           |                                  | Total For Dept 450.000 STREET SURFACE               |                                         | 176.80   |         |
| Dept 460.000 R.O.W. MAINTENANCE           |                                  |                                                     |                                         |          |         |
| 203-460.000-726.000                       | 2 YARDS ROUND RIVER ROCK, BLACK  | DOUBLE A LAWNSCAPING & SU                           | 2 YARDS ROUND RIVER ROCK, BLACK FABRIC  | 187.00   | 113156  |
| 203-460.000-726.000                       | PAST DUE SERVICE CHARGE          | LITCHFIELD GRAIN CO                                 | PAST DUE SERVICE CHARGE                 | 0.21     | 113189  |
| 203-460.000-801.000                       | LOCAL STREETS - ROAD SIDES AND I | FINISH LINE PROPERTY SOLU                           | 2026 LAWN MAINTEANCE CONTRACT           | 575.76   | 113162  |
|                                           |                                  | Total For Dept 460.000 R.O.W. MAINTENANCE           |                                         | 762.97   |         |
| Dept 470.000 TREES                        |                                  |                                                     |                                         |          |         |
| 203-470.000-801.000                       | STORM CLEANUP LOCALS             | LONSBERRY, JEFFREY                                  | STORM CLEANUP                           | 350.00   | 113150  |
|                                           |                                  | Total For Dept 470.000 TREES                        |                                         | 350.00   |         |
| Dept 490.000 TRAFFIC                      |                                  |                                                     |                                         |          |         |
| 203-490.000-726.000                       | SIGNS - LOCAL                    | MORIARTY MACHINERY & SUPP                           | MAJOR/LOCAL SIGNS, VESTS, GLOVES        | 517.50   | 113197  |
|                                           |                                  | Total For Dept 490.000 TRAFFIC                      |                                         | 517.50   |         |
|                                           |                                  | Total For Fund 203 LOCAL STREET FUND                |                                         | 4,619.77 |         |
| Fund 208 RECREATION FUND                  |                                  |                                                     |                                         |          |         |
| Dept 000.000                              |                                  |                                                     |                                         |          |         |
| 208-000.000-263.000                       | SALES TAX - JUNE 2026            | STATE OF MICHIGAN                                   | SALES TAX - JUNE 2026                   | 159.27   | 698     |
| 208-000.000-692.000                       | SALES TAX - JUNE 2026            | STATE OF MICHIGAN                                   | SALES TAX - JUNE 2026                   | (0.80)   | 698     |
|                                           |                                  | Total For Dept 000.000                              |                                         | 158.47   |         |

07/16/2026 08:52 AM  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 5/12

| GL Number                                        | Invoice Line Desc                | Vendor                     | Invoice Description                     | Amount   | Check # |
|--------------------------------------------------|----------------------------------|----------------------------|-----------------------------------------|----------|---------|
| Fund 208 RECREATION FUND                         |                                  |                            |                                         |          |         |
| Dept 751.000 RECREATION DEPARTMENT               |                                  |                            |                                         |          |         |
| 208-751.000-726.000                              | T-BALL/COACH PITCH SHIRTS        | COUNTRY SIDE TROPHIES      | T-BALL/COACH PITCH SHIRTS               | 2,544.00 | 113152  |
| 208-751.000-726.000                              | SOFTBALL JERSEY                  | URBAN GRAFFITI             | SOFTBALL JERSEY                         | 44.25    | 113225  |
| 208-751.000-726.006                              | STAFF SHIRTS - SANDY BEACH       | AIRBORNE APPAREL COMPANY   | STAFF SHIRTS - SANDY BEACH              | 160.00   | 113138  |
| 208-751.000-726.006                              | CONCESSIONS SUPPLIES             | KUSTER'S DAIRY PRODUCTS    | CONCESSIONS SUPPLIES                    | 389.23   | 113184  |
| 208-751.000-726.006                              | NEUTRAL BASE - SLUSHIES          | KUSTER'S DAIRY PRODUCTS    | NEUTRAL BASE - SLUSHIES                 | 179.68   | 113184  |
| Total For Dept 751.000 RECREATION DEPARTMENT     |                                  |                            |                                         | 3,317.16 |         |
| Total For Fund 208 RECREATION FUND               |                                  |                            |                                         | 3,475.63 |         |
| Fund 247 TAX INCREMENT FINANCE ATH.              |                                  |                            |                                         |          |         |
| Dept 900.000 CAPITAL OUTLAY                      |                                  |                            |                                         |          |         |
| 247-900.000-801.005                              | DAWN THEATER                     | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTEANCE CONTRACT           | 120.00   | 113162  |
| 247-900.000-806.000                              | DAWN THEATER LIQUOR LICENSE TRAN | ADKISON NEED ALLEN & RENT  | DAWN THEATER LIQUOR LICENSE TRANSFER    | 52.00    | 113137  |
| Total For Dept 900.000 CAPITAL OUTLAY            |                                  |                            |                                         | 172.00   |         |
| Total For Fund 247 TAX INCREMENT FINANCE ATH.    |                                  |                            |                                         | 172.00   |         |
| Fund 271 LIBRARY FUND                            |                                  |                            |                                         |          |         |
| Dept 790.000 LIBRARY                             |                                  |                            |                                         |          |         |
| 271-790.000-726.000                              | TAPE FOR MEL                     | AMAZON CAPITAL SERVICES, I | TAPE FOR MEL                            | 11.49    | 113139  |
| 271-790.000-726.000                              | WATER - LIBRARY                  | HEFFERNAN SOFT WATER SERVI | WATER DELIVERY SERVICE                  | 13.30    | 113170  |
| 271-790.000-801.000                              | MONTHLY COPIER LEASE AND PRINTS  | CURRENT OFFICE SOLUTIONS   | MONTHLY COPIER LEASE AND PRINTS         | 238.66   | 113153  |
| 271-790.000-801.000                              | FOYER AND BATHROOM CLEANING      | EAST 2 WEST ENTERPRISES, I | FOYER AND BATHROOM CLEANING             | 445.00   | 113159  |
| 271-790.000-801.000                              | LIBRARY                          | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTEANCE CONTRACT           | 120.00   | 113162  |
| 271-790.000-801.000                              | WATER COOLER RENTAL              | HEFFERNAN SOFT WATER SERVI | WATER COOLER RENTAL                     | 12.00    | 113170  |
| 271-790.000-801.000                              | ALARM AND DETECTION MONITORING   | JOHNSON CONTROLS FIRE PRO  | ALARM AND DETECTION MONITORING          | 720.00   | 113179  |
| 271-790.000-801.000                              | FIRE ALARMS/SMOKE DETECTORS/HEAT | JOHNSON CONTROLS FIRE PRO  | FIRE ALARMS/SMOKE DETECTORS/HEAT MONITC | 1,279.51 | 113179  |
| 271-790.000-802.000                              | WEBSITE SECURITY/SYSTEM UPDATES  | NET DESIGNS, LLC           | WEBSITE SECURITY/SYSTEM UPDATES         | 125.00   | 113198  |
| 271-790.000-802.000                              | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUN 26 | 37.27    | 113216  |
| 271-790.000-802.000                              | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUL 26 | 36.11    | 113216  |
| 271-790.000-850.000                              | TELEPHONE - LIBRARY              | ACD.NET                    | TELEPHONE - LIBRARY                     | 19.54    | 113136  |
| 271-790.000-850.000                              | OOMA FAXING EQUIP JUL 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUL 26                | 64.93    | 113203  |
| 271-790.000-850.000                              | OOMA FAXING EQUIP JUN 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUN 26                | 64.93    | 113203  |
| Total For Dept 790.000 LIBRARY                   |                                  |                            |                                         | 3,187.74 |         |
| Dept 792.000 LIBRARY - CHILDREN'S AREA           |                                  |                            |                                         |          |         |
| 271-792.000-982.000                              | BOOKS - CHI26                    | INGRAM LIBRARY SERVICES    | BOOKS - CHI26                           | 42.68    | 113176  |
| 271-792.000-982.000                              | BOOKS - CHI26                    | INGRAM LIBRARY SERVICES    | BOOKS - CHI26                           | 36.99    | 113176  |
| Total For Dept 792.000 LIBRARY - CHILDREN'S AREA |                                  |                            |                                         | 79.67    |         |
| Total For Fund 271 LIBRARY FUND                  |                                  |                            |                                         | 3,267.41 |         |
| Fund 401 CAPITAL IMPROVEMENT FUND                |                                  |                            |                                         |          |         |
| Dept 900.000 CAPITAL OUTLAY                      |                                  |                            |                                         |          |         |
| 401-900.000-975.038                              | CITY HALL - SOFFIT REPAIR AND LI | BRAMAN ROOFING             | CITY HALL - SOFFIT REPAIR AND LIFT REN  | 600.00   | 113143  |
| Total For Dept 900.000 CAPITAL OUTLAY            |                                  |                            |                                         | 600.00   |         |
| Total For Fund 401 CAPITAL IMPROVEMENT FUND      |                                  |                            |                                         | 600.00   |         |
| Fund 408 FIELDS OF DREAMS                        |                                  |                            |                                         |          |         |
| Dept 751.000 RECREATION DEPARTMENT               |                                  |                            |                                         |          |         |
| 408-751.000-801.000                              | IRRIGATION START UP              | HOOP LAWN & SNOW, LLC      | IRRIGATION START UP                     | 175.00   | 113173  |
| 408-751.000-801.000                              | FERTILIZATION - FIELDS OF DREAMS | HOOP LAWN & SNOW, LLC      | FERTILIZATION - FIELDS OF DREAMS        | 1,436.00 | 113173  |
| 408-751.000-801.000                              | IRRIGATION REPAIR - FIELDS OF DR | HOOP LAWN & SNOW, LLC      | IRRIGATION REPAIR - FIELDS OF DREAMS    | 455.00   | 113173  |

07/16/2026 08:52 AM  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 6/12

| GL Number                                    | Invoice Line Desc                 | Vendor                     | Invoice Description                     | Amount    | Check # |
|----------------------------------------------|-----------------------------------|----------------------------|-----------------------------------------|-----------|---------|
| Fund 408 FIELDS OF DREAMS                    |                                   |                            |                                         |           |         |
| Dept 751.000 RECREATION DEPARTMENT           |                                   |                            |                                         |           |         |
| Total For Dept 751.000 RECREATION DEPARTMENT |                                   |                            |                                         | 2,066.00  |         |
| Total For Fund 408 FIELDS OF DREAMS          |                                   |                            |                                         | 2,066.00  |         |
| Fund 409 STOCK'S PARK                        |                                   |                            |                                         |           |         |
| Dept 756.000 PARKS                           |                                   |                            |                                         |           |         |
| 409-756.000-726.000                          | CONCERT SERIES GATE SIGN          | STOCKHOUSE CORPORATION     | CONCERT SERIES GATE SIGN                | 125.00    | 113220  |
| 409-756.000-801.000                          | CONCERT IN THE PARK - 7/28/2026   | CORY CHAMPION              | CONCERT IN THE PARK - 7/28/2026         | 400.00    | 113151  |
| 409-756.000-801.000                          | CONCERT IN THE PARK - 8/4/2026    | RON DISALVIO               | CONCERT IN THE PARK - 8/4/2026          | 400.00    | 113155  |
| 409-756.000-801.000                          | AUDIO SYSTEM SUPPORT-CONCERT IN   | FORTRESS PRODUCTIONS       | AUDIO SYSTEM SUPPORT-CONCERT IN THE PAF | 1,400.00  | 113163  |
| 409-756.000-801.000                          | CONCERT IN THE PARK - 7/21/2026   | PHILIP L. BICKEL           | CONCERT IN THE PARK - 7/21/2026         | 400.00    | 113207  |
| Total For Dept 756.000 PARKS                 |                                   |                            |                                         | 2,725.00  |         |
| Total For Fund 409 STOCK'S PARK              |                                   |                            |                                         | 2,725.00  |         |
| Fund 481 AIRPORT IMPROVEMENT FUND            |                                   |                            |                                         |           |         |
| Dept 000.000                                 |                                   |                            |                                         |           |         |
| 481-000.000-263.000                          | SALES TAX - JUNE 2026             | STATE OF MICHIGAN          | SALES TAX - JUNE 2026                   | 2,799.57  | 698     |
| 481-000.000-687.300                          | SALES TAX - JUNE 2026             | STATE OF MICHIGAN          | SALES TAX - JUNE 2026                   | (14.00)   | 698     |
| Total For Dept 000.000                       |                                   |                            |                                         | 2,785.57  |         |
| Total For Fund 481 AIRPORT IMPROVEMENT FUND  |                                   |                            |                                         | 2,785.57  |         |
| Fund 582 ELECTRIC FUND                       |                                   |                            |                                         |           |         |
| Dept 000.000                                 |                                   |                            |                                         |           |         |
| 582-000.000-202.100                          | 4PCA                              | DUBOIS, DAVID L            | UB refund for account: 010994           | 4.61      | 113158  |
| 582-000.000-202.100                          | 4CCH                              | HICKS, JOHN A              | UB refund for account: 013354           | 374.00    | 113171  |
| 582-000.000-202.100                          | 4ENBK1                            | MCLAIN, CHEYENNE N         | UB refund for account: 025337           | 108.39    | 113192  |
| 582-000.000-202.100                          | 4ENBK1                            | PIWONKA INVESTMENTS LLC    | UB refund for account: 010197           | 170.96    | 113209  |
| 582-000.000-202.100                          | 4CCH                              | VITALE, NINO               | UB refund for account: 022009           | 372.00    | 113230  |
| 582-000.000-249.100                          | OPERATION ROUND-UP - JUNE 2026    | COMMUNITY ACTION AGENCY    | OPERATION ROUND-UP - JUNE 2026          | 2,692.55  | 113149  |
| 582-000.000-249.100                          | LIEAF-6099 JUNE 2026 P.A. 95      | LARA - MI PUBLIC SERVICE ( | LIEAF-6099 JUNE 2026 P.A. 95            | 7,664.80  | 113186  |
| 582-000.000-263.000                          | SALES TAX - JUNE 2026             | STATE OF MICHIGAN          | SALES TAX - JUNE 2026                   | 36,474.83 | 698     |
| 582-000.000-692.200                          | SALES TAX - JUNE 2026             | STATE OF MICHIGAN          | SALES TAX - JUNE 2026                   | (224.98)  | 698     |
| Total For Dept 000.000                       |                                   |                            |                                         | 47,637.16 |         |
| Dept 175.000 ADMINISTRATIVE SERVICES         |                                   |                            |                                         |           |         |
| 582-175.000-726.000                          | TN660 TONER X4                    | AMAZON CAPITAL SERVICES, 1 | TN660 TONER X4                          | 16.32     | 113139  |
| 582-175.000-726.000                          | SUPPLIES - 45 MONROE STREET       | AMAZON CAPITAL SERVICES, 1 | SUPPLIES - 45 MONROE STREET             | 129.08    | 113139  |
| 582-175.000-726.000                          | SUPPLIES - 45 MONROE STREET       | AMAZON CAPITAL SERVICES, 1 | SUPPLIES - 45 MONROE STREET             | 1.70      | 113139  |
| 582-175.000-726.000                          | COPIES/CONTRACT BILLING - JUINE   | CURRENT OFFICE SOLUTIONS   | COPIES/CONTRACT BILLING - JUINE 2026    | 158.37    | 113153  |
| 582-175.000-801.000                          | MATS - 45 MONROE ST               | CINTAS CORPORATION         | MATS/RUGS - 45 MONROE ST                | 2.50      | 113148  |
| 582-175.000-801.000                          | MATS - 45 MONROE ST               | CINTAS CORPORATION         | MATS/RUGS - 45 MONROE ST                | 2.50      | 113148  |
| 582-175.000-801.000                          | COPIES/CONTRACT BILLING - JUINE   | CURRENT OFFICE SOLUTIONS   | COPIES/CONTRACT BILLING - JUINE 2026    | 138.13    | 113153  |
| 582-175.000-801.000                          | PRINTING/POSTAGE JUNE 2026        | DELAWARE SYSTEMS           | PRINTING/POSTAGE JUNE 2026              | 1,268.42  | 113154  |
| 582-175.000-801.000                          | BPU CLEANING JUNE 2026            | EAST 2 WEST ENTERPRISES, 1 | BPU CLEANING JUNE 2026                  | 127.50    | 113159  |
| 582-175.000-801.000                          | ALARM QUARTERLY ALL 080126-10312  | PER MAR SECURITY SERVICES  | ALARM QUARTERLY ALL 080126-103126       | 249.32    | 113205  |
| 582-175.000-801.000                          | AUDIT SERVICES FYE 2026           | YEO & YEO PC               | AUDIT SERVICES FYE 2026                 | 750.00    | 113235  |
| 582-175.000-801.000                          | CREDIT CARD PROCESSING FEES - JU  | INVOICE CLOUD, INC.        | CREDIT CARD PROCESSING FEES - JUNE 2026 | 227.43    | 697     |
| 582-175.000-802.000                          | 6 TIER ORGANIZER X2 AND INTERVIEW | AMAZON CAPITAL SERVICES, 1 | 6 TIER ORGANIZER X2 AND INTERVIEW SIGN  | 17.73     | 113139  |
| 582-175.000-802.000                          | 12V POWER SUPPLY AND RING TERMIN  | AMAZON CAPITAL SERVICES, 1 | 12V POWER SUPPLY AND RING TERMINALS     | 24.38     | 113139  |
| 582-175.000-802.000                          | VIPRE EMAIL AND TRENDMICRO RECUR  | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUN 26 | 83.87     | 113216  |
| 582-175.000-802.000                          | NET ADMIN JUN26                   | SONIT SYSTEMS, LLC         | NET ADMIN JUN26                         | 284.37    | 113216  |

07/16/2026 08:52 AM  
User: lsergent  
DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 7/12

| GL Number                                      | Invoice Line Desc                | Vendor                     | Invoice Description                     | Amount     | Check # |
|------------------------------------------------|----------------------------------|----------------------------|-----------------------------------------|------------|---------|
| Fund 582 ELECTRIC FUND                         |                                  |                            |                                         |            |         |
| Dept 175.000 ADMINISTRATIVE SERVICES           |                                  |                            |                                         |            |         |
| 582-175.000-802.000                            | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUL 26 | 81.27      | 113216  |
| 582-175.000-802.000                            | IVR POOLED MONTHLY OUTAGE SUB 7- | MILSOFT                    | IVR POOLED MONTHLY OUTAGE SUB 7-26 (26  | 254.06     | 113228  |
| 582-175.000-802.000                            | MILSOFT DISSPATCH LICENSE 7-26 ( | MILSOFT                    | MILSOFT DISSPATCH LICENSE 7-26 (26 FISC | 275.63     | 113228  |
| 582-175.000-810.000                            | ANNUAL MEMBERSHIP FEE            | AMAZON CAPITAL SERVICES, I | ANNUAL MEMBERSHIP FEE                   | 32.26      | 113139  |
| 582-175.000-850.000                            | TELEPHONE - POWER PLANT          | ACD.NET                    | TELEPHONE - POWER PLANT                 | 39.01      | 113136  |
| 582-175.000-850.000                            | FIBER - 45 MONROE STREET         | ACD.NET                    | FIBER - 45 MONROE STREET                | 100.00     | 113136  |
| 582-175.000-850.000                            | OOMA FAXING EQUIP JUL 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUL 26                | 32.47      | 113203  |
| 582-175.000-850.000                            | OOMA FAXING EQUIP JUN 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUN 26                | 32.47      | 113203  |
| 582-175.000-850.000                            | MONTHLY VERIZON BILL - JUN26     | VERIZON WIRELESS           | MONTHLY VERIZON BILL - JUN26            | 454.73     | 113229  |
| 582-175.000-920.000                            | 503214966 - 45 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 45 MORNOE         | 26.59      | 1502    |
| Total For Dept 175.000 ADMINISTRATIVE SERVICES |                                  |                            |                                         | 4,810.11   |         |
| Dept 544.000 OPERATIONS                        |                                  |                            |                                         |            |         |
| 582-544.000-726.008                            | ELECTOLYTE DRINK MIX             | AMAZON CAPITAL SERVICES, I | ELECTOLYTE DRINK MIX                    | 41.36      | 113139  |
| 582-544.000-730.000                            | MINI EXCAVATOR TRACKS            | AMAZON CAPITAL SERVICES, I | MINI EXCAVATOR TRACKS                   | 436.04     | 113139  |
| 582-544.000-730.000                            | LABOR/HANDLE HOUSING             | SPRATT'S TRADING POST INC  | LABOR/HANDLE HOUSING                    | 251.98     | 113217  |
| 582-544.000-740.000                            | BPU FUEL - JUNE 2026             | WATKINS TRANSPORT INC      | BPU FUEL - JUNE 2026                    | 3,503.73   | 113234  |
| 582-544.000-742.000                            | UNIFORMS                         | POWER LINE SUPPLY          | UNIFORMS                                | 949.00     | 113210  |
| 582-544.000-742.000                            | UNIFORMS                         | POWER LINE SUPPLY          | UNIFORMS                                | 178.00     | 113210  |
| 582-544.000-801.000                            | ELECTRIC - SUBSTATIONS AND POWER | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTEANCE CONTRACT           | 1,275.00   | 113162  |
| 582-544.000-801.000                            | SPECIAL WASTE/FEE/FUEL SURCHARGE | WM CORPORATE SERVICES, INC | SPECIAL WASTE/FEE/FUEL SURCHARGE        | 225.61     | 113231  |
| 582-544.000-920.000                            | 504504154 - 37 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 37 MONROE GEN SET | 23.94      | 1497    |
| 582-544.000-920.000                            | 504504154 - 37 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 37 MONROE         | 23.17      | 1499    |
| Total For Dept 544.000 OPERATIONS              |                                  |                            |                                         | 6,907.83   |         |
| Dept 900.000 CAPITAL OUTLAY                    |                                  |                            |                                         |            |         |
| 582-900.000-970.000-215016                     | INDUSTRIAL SUBSTATION CONSTRUCTI | KENT POWER UTILITY SERVICE | INDUSTRIAL SUBSTATION CONSTRUCTION      | 373,384.53 | 113183  |
| Total For Dept 900.000 CAPITAL OUTLAY          |                                  |                            |                                         | 373,384.53 |         |
| Total For Fund 582 ELECTRIC FUND               |                                  |                            |                                         | 432,739.63 |         |
| Fund 588 DIAL A RIDE                           |                                  |                            |                                         |            |         |
| Dept 596.000 DIAL-A-RIDE                       |                                  |                            |                                         |            |         |
| 588-596.000-726.000                            | 12V POWER SUPPLY AND RING TERMIN | AMAZON CAPITAL SERVICES, I | 12V POWER SUPPLY AND RING TERMINALS     | 15.72      | 113139  |
| 588-596.000-726.000                            | FLAG/HARDWARE - DART FLAG        | GELZER HJ & SON INC        | FLAG/HARDWARE - DART FLAG               | 50.97      | 113166  |
| 588-596.000-726.000                            | WATER - DIAL-A-RIDE              | HEFFERNAN SOFT WATER SERV  | DART-WATER 7/8/2026                     | 18.30      | 113170  |
| 588-596.000-740.000                            | JUNE FUEL - DART                 | WATKINS TRANSPORT INC      | JUNE FUEDL - DART                       | 2,652.70   | 113234  |
| 588-596.000-742.000                            | UNIFORM ALLOWANCE - GINNY BLAKE  | INTEGRITY APPAREL, LLC     | UNIFORM ALLOWANCE - GINNY BLAKE         | 175.13     | 113177  |
| 588-596.000-801.000                            | DART                             | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTEANCE CONTRACT           | 370.00     | 113162  |
| 588-596.000-955.588                            | SCREENING/TESTING - LADD, S      | JONESVILLE HEALTH CARE PLI | SCREENING/TESTING - LADD, S             | 100.00     | 113180  |
| Total For Dept 596.000 DIAL-A-RIDE             |                                  |                            |                                         | 3,382.82   |         |
| Total For Fund 588 DIAL A RIDE                 |                                  |                            |                                         | 3,382.82   |         |
| Fund 590 SEWER FUND                            |                                  |                            |                                         |            |         |
| Dept 000.000                                   |                                  |                            |                                         |            |         |
| 590-000.000-202.100                            | SCCH                             | DUBOIS, DAVID L            | UB refund for account: 010994           | 6.29       | 113158  |
| 590-000.000-202.100                            | SBK1                             | MCLAIN, CHEYENNE N         | UB refund for account: 025337           | 37.04      | 113192  |
| 590-000.000-202.100                            | SBK1                             | PIWONKA INVESTMENTS LLC    | UB refund for account: 010197           | 77.94      | 113209  |
| Total For Dept 000.000                         |                                  |                            |                                         | 121.27     |         |
| Dept 175.000 ADMINISTRATIVE SERVICES           |                                  |                            |                                         |            |         |
| 590-175.000-726.000                            | TN660 TONER X4                   | AMAZON CAPITAL SERVICES, I | TN660 TONER X4                          | 8.15       | 113139  |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE  
EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

| GL Number                                      | Invoice Line Desc                 | Vendor                           | Invoice Description                     | Amount   | Check # |
|------------------------------------------------|-----------------------------------|----------------------------------|-----------------------------------------|----------|---------|
| Fund 590 SEWER FUND                            |                                   |                                  |                                         |          |         |
| Dept 175.000 ADMINISTRATIVE SERVICES           |                                   |                                  |                                         |          |         |
| 590-175.000-726.000                            | SUPPLIES - 45 MONROE STREET       | AMAZON CAPITAL SERVICES,         | SUPPLIES - 45 MONROE STREET             | 64.54    | 113139  |
| 590-175.000-726.000                            | SUPPLIES - 45 MONROE STREET       | AMAZON CAPITAL SERVICES,         | SUPPLIES - 45 MONROE STREET             | 0.84     | 113139  |
| 590-175.000-726.000                            | COPIES/CONTRACT BILLING - JUINE   | CURRENT OFFICE SOLUTIONS         | COPIES/CONTRACT BILLING - JUINE 2026    | 79.18    | 113153  |
| 590-175.000-801.000                            | MATS - 45 MONROE ST               | CINTAS CORPORATION               | MATS/RUGS - 45 MONROE ST                | 1.25     | 113148  |
| 590-175.000-801.000                            | MATS - 45 MONROE ST               | CINTAS CORPORATION               | MATS/RUGS - 45 MONROE ST                | 1.25     | 113148  |
| 590-175.000-801.000                            | COPIES/CONTRACT BILLING - JUINE   | CURRENT OFFICE SOLUTIONS         | COPIES/CONTRACT BILLING - JUINE 2026    | 69.06    | 113153  |
| 590-175.000-801.000                            | PRINTING/POSTAGE JUNE 2026        | DELAWARE SYSTEMS                 | PRINTING/POSTAGE JUNE 2026              | 634.21   | 113154  |
| 590-175.000-801.000                            | BPU CLEANING JUNE 2026            | EAST 2 WEST ENTERPRISES,         | BPU CLEANING JUNE 2026                  | 63.75    | 113159  |
| 590-175.000-801.000                            | ALARM QUARTERLY ALL 080126-10312  | PER MAR SECURITY SERVICES        | ALARM QUARTERLY ALL 080126-103126       | 236.75   | 113205  |
| 590-175.000-801.000                            | AUDIT SERVICES FYE 2026           | YEO & YEO PC                     | AUDIT SERVICES FYE 2026                 | 375.00   | 113235  |
| 590-175.000-801.000                            | CREDIT CARD PROCESSING FEES - JU  | INVOICE CLOUD, INC.              | CREDIT CARD PROCESSING FEES - JUNE 2026 | 113.71   | 697     |
| 590-175.000-802.000                            | VIPRE EMAIL AND TRENDMICRO RECUR  | SONIT SYSTEMS, LLC               | VIPRE EMAIL AND TRENDMICRO RECUR JUN 26 | 41.93    | 113216  |
| 590-175.000-802.000                            | NET ADMIN JUN26                   | SONIT SYSTEMS, LLC               | NET ADMIN JUN26                         | 142.19   | 113216  |
| 590-175.000-802.000                            | VIPRE EMAIL AND TRENDMICRO RECUR  | SONIT SYSTEMS, LLC               | VIPRE EMAIL AND TRENDMICRO RECUR JUL 26 | 40.63    | 113216  |
| 590-175.000-802.000                            | IVR POOLED MONTHLY OUTAGE SUB 7-  | MILSOFT                          | IVR POOLED MONTHLY OUTAGE SUB 7-26 (26  | 127.17   | 113228  |
| 590-175.000-802.000                            | MILSOFT DISSPATCH LICENSE 7-26 (  | MILSOFT                          | MILSOFT DISSPATCH LICENSE 7-26 (26 FISC | 137.81   | 113228  |
| 590-175.000-810.000                            | ANNUAL MEMBERSHIP FEE             | AMAZON CAPITAL SERVICES,         | ANNUAL MEMBERSHIP FEE                   | 16.12    | 113139  |
| 590-175.000-850.000                            | TELEPHONE - WWTP 101 W GALLOWAY   | ACD.NET                          | TELEPHONE - WWTP 101 W GALLOWAY         | 19.54    | 113136  |
| 590-175.000-850.000                            | FIBER - 45 MONROE STREET          | ACD.NET                          | FIBER - 45 MONROE STREET                | 50.00    | 113136  |
| 590-175.000-850.000                            | OOMA FAXING EQUIP JUL 26          | OOMA, INC.                       | OOMA FAXING EQUIP JUL 26                | 16.19    | 113203  |
| 590-175.000-850.000                            | OOMA FAXING EQUIP JUN 26          | OOMA, INC.                       | OOMA FAXING EQUIP JUN 26                | 16.19    | 113203  |
| 590-175.000-850.000                            | MONTHLY VERIZON BILL - JUN26      | VERIZON WIRELESS                 | MONTHLY VERIZON BILL - JUN26            | 137.31   | 113229  |
| 590-175.000-920.000                            | 503214966 - 45 MONROE             | MICHIGAN GAS UTILITIES           | NATURAL GAS UTILITY - 45 MORNOE         | 13.29    | 1502    |
| Total For Dept 175.000 ADMINISTRATIVE SERVICES |                                   |                                  |                                         | 2,406.06 |         |
| Dept 546.000 OPERATIONS                        |                                   |                                  |                                         |          |         |
| 590-546.000-726.000                            | PLUMBERS TAPE                     | AMERICAN COPPER AND BRASS,       | PLUMBERS TAPE                           | 10.48    | 113140  |
| 590-546.000-726.000                            | PAINTING TOOLS                    | GELZER HJ & SON INC              | PAINTING TOOLS                          | 20.91    | 113166  |
| 590-546.000-726.000                            | 3 SPD FAN                         | GELZER HJ & SON INC              | 3 SPD FAN                               | 64.99    | 113166  |
| 590-546.000-726.000                            | HVAC FILTERS                      | GELZER HJ & SON INC              | HVAC FILTERS                            | 323.76   | 113166  |
| 590-546.000-726.000                            | FUSES                             | GRAINGER INDUSTRIAL SUPPLY       | FUSES                                   | 87.25    | 113168  |
| 590-546.000-726.000                            | CLEAR PVC PIPE / SOCKETS          | MCMaster - CARR                  | CLEAR PVC PIPE / SOCKETS                | 383.55   | 113193  |
| 590-546.000-726.000                            | 8 IN PVC CAPS                     | MCMaster - CARR                  | 8 IN PVC CAPS                           | 118.59   | 113193  |
| 590-546.000-726.000                            | WET AND DRY HAND WIPES            | NEXUS TOOL GROUP INC             | WET AND DRY HAND WIPES                  | 205.86   | 113199  |
| 590-546.000-726.000                            | AERATOR BELTS                     | PERFORMANCE AUTOMOTIVE           | AERATOR BELTS                           | 393.72   | 113206  |
| 590-546.000-726.000                            | SUBMERSIBLE TRANSMITTERS 10 FT    | USABLUEBOOK                      | SUBMERSIBLE TRANSMITTERS 10 FT          | 1,959.96 | 113227  |
| 590-546.000-726.000                            | 500 ML BEAKER                     | USABLUEBOOK                      | 500 ML BEAKER                           | 111.32   | 113227  |
| 590-546.000-726.008                            | ELECTOLYTE DRINK MIX              | AMAZON CAPITAL SERVICES,         | ELECTOLYTE DRINK MIX                    | 41.36    | 113139  |
| 590-546.000-727.800                            | BOD SEED                          | NORTH CENTRAL LABORATORIES       | BOD SEED                                | 161.00   | 113201  |
| 590-546.000-727.800                            | TNT ALKALINITY                    | USABLUEBOOK                      | TNT ALKALINITY                          | 160.88   | 113227  |
| 590-546.000-727.800                            | CL2 / SO2                         | WATER SOLUTIONS UNLIMITED        | CL2 / SO2                               | 3,779.75 | 113232  |
| 590-546.000-730.000                            | VEH./EQUIP. MAINT. SUPPLIES       | AMAZON CAPITAL SERVICES,         | FUEL TANK GAUGE                         | 101.50   | 113139  |
| 590-546.000-740.000                            | GENERATOR DIESEL FUEL             | BRINER OIL CO, INC               | GENERATOR DIESEL FUEL                   | 1,364.00 | 113145  |
| 590-546.000-740.000                            | GEAR BOX OIL                      | BRINER OIL CO, INC               | GEAR BOX OIL                            | 204.80   | 113145  |
| 590-546.000-740.000                            | GEAR BOX OIL                      | BRINER OIL CO, INC               | GEAR BOX OIL                            | 204.80   | 113145  |
| 590-546.000-740.000                            | BPU FUEL - JUNE 2026              | WATKINS TRANSPORT INC            | BPU FUEL - JUNE 2026                    | 791.78   | 113234  |
| 590-546.000-801.000                            | SEWER - WWTP                      | FINISH LINE PROPERTY SOLUTIONS   | 2026 LAWN MAINTENANCE CONTRACT          | 400.00   | 113162  |
| 590-546.000-801.000                            | CONTRACT WASTEWATER LICENSE SERV  | JG WASTEWATER SERVICE, LLC       | CONTRACT WASTEWATER LICENSE SERVICE     | 2,500.00 | 113178  |
| 590-546.000-801.000                            | DUMBSTER DROP OFF                 | REPUBLIC SERVICES OF KALAMAZOO   | DUMBSTER DROP OFF                       | 44.54    | 113214  |
| 590-546.000-810.000                            | MICHIGAN RURAL WATER SUBSCRIPTION | MICHIGAN RURAL WATER ASSOCIATION | MICHIGAN RURAL WATER SUBSCRIPTION       | 437.50   | 113195  |
| 590-546.000-920.000                            | 505161747 - 101 W GALLOWAY MN     | MICHIGAN GAS UTILITIES           | NATURAL GAS UTILITY - 101 W GALLOWAY MN | 66.39    | 1496    |
| 590-546.000-920.000                            | 504504154 - 37 MONROE             | MICHIGAN GAS UTILITIES           | NATURAL GAS UTILITY - 37 MONROE GEN SET | 11.96    | 1497    |

07/16/2026 08:52 AM  
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EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 9/12

| GL Number                             | Invoice Line Desc                | Vendor                     | Invoice Description                     | Amount    | Check # |
|---------------------------------------|----------------------------------|----------------------------|-----------------------------------------|-----------|---------|
| Fund 590 SEWER FUND                   |                                  |                            |                                         |           |         |
| Dept 546.000 OPERATIONS               |                                  |                            |                                         |           |         |
| 590-546.000-920.000                   | 504756735 - W GALLOWAY GR        | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - W GALLOWAY GR     | 42.54     | 1498    |
| 590-546.000-920.000                   | 504504154 - 37 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 37 MONROE         | 11.58     | 1499    |
| 590-546.000-920.000                   | 504904602 - 101 W GALLOWAY       | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 101 W GALLOWAY DF | 45.99     | 1500    |
| 590-546.000-920.000                   | 504504154 - 135 BARBER ST        | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 135 BARBER ST     | 44.81     | 1501    |
| 590-546.000-920.000                   | 504904602 - 101 W GALLOWAY       | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 101 W GALLOWAY    | 1,279.90  | 1503    |
| 590-546.000-920.000                   | 505161747 - 91 MARION            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 91 MARION ST      | 53.21     | 1505    |
| 590-546.000-930.000                   | FALK GEARBOX FOR AERATORS        | APPLIED INDUSTRIAL TECHNOI | FALK GEARBOX AERAOTOR                   | 12,188.21 | 113141  |
| 590-546.000-930.000                   | REPAIR TO SCADA COMM AT WWTP     | UIS SCADA, INC.            | REPAIR TO SCADA COMM AT WWTP            | 2,417.46  | 113223  |
| 590-546.000-930.000                   | ROOTS BLOWER                     | USABBLUEBOOK               | ROOTS BLOWER #1                         | 3,001.95  | 113227  |
| 590-546.000-930.000                   | ROOTS BLOWER #2                  | USABBLUEBOOK               | ROOTS BLOWER #2                         | 3,110.62  | 113227  |
| 590-546.000-930.000                   | DESICCANT TUBE                   | USABBLUEBOOK               | DESICCANT TUBE                          | 64.78     | 113227  |
| Total For Dept 546.000 OPERATIONS     |                                  |                            |                                         | 36,211.70 |         |
| Dept 900.000 CAPITAL OUTLAY           |                                  |                            |                                         |           |         |
| 590-900.000-970.000-215081            | 2" CHECK VALVE                   | BURT PROCESS EQUIPMENT, IN | 2" CHECK VALVE                          | 804.04    | 113146  |
| 590-900.000-970.000-215081            | 3" SPOOL FLANGE                  | MICHIGAN PIPE & VALVE      | 3" SPOOL FLANGE                         | 160.00    | 113194  |
| Total For Dept 900.000 CAPITAL OUTLAY |                                  |                            |                                         | 964.04    |         |
| Total For Fund 590 SEWER FUND         |                                  |                            |                                         | 39,703.07 |         |
| Fund 591 WATER FUND                   |                                  |                            |                                         |           |         |
| Dept 000.000                          |                                  |                            |                                         |           |         |
| 591-000.000-110.000                   | METER HORN W/SPUDS 1" SERIES 43  | FERGUSON WATERWORKS        | INVENTORY                               | 3,505.76  | 113161  |
| 591-000.000-202.100                   | WCCH                             | DUBOIS, DAVID L            | UB refund for account: 010994           | 4.25      | 113158  |
| 591-000.000-202.100                   | WCCH                             | MCLAIN, CHEYENNE N         | UB refund for account: 025337           | 31.44     | 113192  |
| 591-000.000-202.100                   | WCCH                             | PIWONKA INVESTMENTS LLC    | UB refund for account: 010197           | 66.77     | 113209  |
| Total For Dept 000.000                |                                  |                            |                                         | 3,608.22  |         |
| Dept 175.000 ADMINISTRATIVE SERVICES  |                                  |                            |                                         |           |         |
| 591-175.000-726.000                   | TN660 TONER X4                   | AMAZON CAPITAL SERVICES, I | TN660 TONER X4                          | 8.15      | 113139  |
| 591-175.000-726.000                   | SUPPLIES - 45 MONROE STREET      | AMAZON CAPITAL SERVICES, I | SUPPLIES - 45 MONROE STREET             | 64.54     | 113139  |
| 591-175.000-726.000                   | SUPPLIES - 45 MONROE STREET      | AMAZON CAPITAL SERVICES, I | SUPPLIES - 45 MONROE STREET             | 0.85      | 113139  |
| 591-175.000-726.000                   | COPIES/CONTRACT BILLING - JUINE  | CURRENT OFFICE SOLUTIONS   | COPIES/CONTRACT BILLING - JUINE 2026    | 79.19     | 113153  |
| 591-175.000-801.000                   | MATS - 45 MONROE ST              | CINTAS CORPORATION         | MATS/RUGS - 45 MONROE ST                | 1.25      | 113148  |
| 591-175.000-801.000                   | MATS - 45 MONROE ST              | CINTAS CORPORATION         | MATS/RUGS - 45 MONROE ST                | 1.25      | 113148  |
| 591-175.000-801.000                   | COPIES/CONTRACT BILLING - JUINE  | CURRENT OFFICE SOLUTIONS   | COPIES/CONTRACT BILLING - JUINE 2026    | 69.06     | 113153  |
| 591-175.000-801.000                   | PRINTING/POSTAGE JUNE 2026       | DELAWARE SYSTEMS           | PRINTING/POSTAGE JUNE 2026              | 634.21    | 113154  |
| 591-175.000-801.000                   | BPU CLEANING JUNE 2026           | EAST 2 WEST ENTERPRISES, I | BPU CLEANING JUNE 2026                  | 63.75     | 113159  |
| 591-175.000-801.000                   | ALARM QUARTERLY ALL 080126-10312 | PER MAR SECURITY SERVICES  | ALARM QUARTERLY ALL 080126-103126       | 236.75    | 113205  |
| 591-175.000-801.000                   | AUDIT SERVICES FYE 2026          | YEO & YEO PC               | AUDIT SERVICES FYE 2026                 | 375.00    | 113235  |
| 591-175.000-801.000                   | CREDIT CARD PROCESSING FEES - JU | INVOICE CLOUD, INC.        | CREDIT CARD PROCESSING FEES - JUNE 2026 | 113.71    | 697     |
| 591-175.000-802.000                   | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUN 26 | 41.93     | 113216  |
| 591-175.000-802.000                   | NET ADMIN JUN26                  | SONIT SYSTEMS, LLC         | NET ADMIN JUN26                         | 142.19    | 113216  |
| 591-175.000-802.000                   | VIPRE EMAIL AND TRENDMICRO RECUR | SONIT SYSTEMS, LLC         | VIPRE EMAIL AND TRENDMICRO RECUR JUL 26 | 40.63     | 113216  |
| 591-175.000-802.000                   | IVR POOLED MONTHLY OUTAGE SUB 7- | MILSOFT                    | IVR POOLED MONTHLY OUTAGE SUB 7-26 (26  | 127.17    | 113228  |
| 591-175.000-802.000                   | MILSOFT DISSPATCH LICENSE 7-26 ( | MILSOFT                    | MILSOFT DISSPATCH LICENSE 7-26 (26 FISC | 137.81    | 113228  |
| 591-175.000-810.000                   | ANNUAL MEMBERSHIP FEE            | AMAZON CAPITAL SERVICES, I | ANNUAL MEMBERSHIP FEE                   | 16.12     | 113139  |
| 591-175.000-850.000                   | TELEPHONE - WTP 401 HILLSDALE ST | ACD.NET                    | TELEPHONE - WTP 401 HILLSDALE STREET    | 19.54     | 113136  |
| 591-175.000-850.000                   | FIBER - 45 MONROE STREET         | ACD.NET                    | FIBER - 45 MONROE STREET                | 50.00     | 113136  |
| 591-175.000-850.000                   | OOMA FAXING EQUIP JUL 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUL 26                | 16.19     | 113203  |
| 591-175.000-850.000                   | OOMA FAXING EQUIP JUN 26         | OOMA, INC.                 | OOMA FAXING EQUIP JUN 26                | 16.19     | 113203  |
| 591-175.000-850.000                   | MONTHLY VERIZON BILL - JUN26     | VERIZON WIRELESS           | MONTHLY VERIZON BILL - JUN26            | 137.31    | 113229  |
| 591-175.000-920.000                   | 503214966 - 45 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 45 MORNOE         | 13.29     | 1502    |



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EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 10/12

| GL Number                                        | Invoice Line Desc                | Vendor                     | Invoice Description                     | Amount    | Check # |
|--------------------------------------------------|----------------------------------|----------------------------|-----------------------------------------|-----------|---------|
| Fund 591 WATER FUND                              |                                  |                            |                                         |           |         |
| Dept 175.000 ADMINISTRATIVE SERVICES             |                                  |                            |                                         |           |         |
| Total For Dept 175.000 ADMINISTRATIVE SERVICES   |                                  |                            |                                         | 2,406.08  |         |
| Dept 543.000 OPERATIONS                          |                                  |                            |                                         |           |         |
| 591-543.000-726.000                              | 4,000 WT GENERATOR               | FAMILY FARM & HOME         | 4,000 WT GENERATOR                      | 799.99    | 113160  |
| 591-543.000-726.000                              | ADJUSTABLE WRENCHES              | FAMILY FARM & HOME         | ADJUSTABLE WRENCHES                     | 69.98     | 113160  |
| 591-543.000-726.000                              | RTV SEALANT                      | GELZER HJ & SON INC        | RTV SEALANT                             | 17.98     | 113166  |
| 591-543.000-726.000                              | THREAD DOPE                      | GELZER HJ & SON INC        | THREAD DOPE                             | 3.97      | 113166  |
| 591-543.000-726.000                              | BUFFALO SOCKET                   | PERFORMANCE AUTOMOTIVE     | BUFFALO SOCKET                          | 15.19     | 113206  |
| 591-543.000-726.000                              | BUFFALO SOCKET                   | PERFORMANCE AUTOMOTIVE     | BUFFALO SOCKET                          | 15.19     | 113206  |
| 591-543.000-726.000                              | 2 3/8 SOCKET                     | PERFORMANCE AUTOMOTIVE     | 2 3/8 SOCKET                            | 47.89     | 113206  |
| 591-543.000-726.000                              | LUTZ DRUM PUMP                   | USABLUBOOK                 | LUTZ DRUM PUMP                          | 3,562.45  | 113227  |
| 591-543.000-726.008                              | ELECTOLYTE DRINK MIX             | AMAZON CAPITAL SERVICES, I | ELECTOLYTE DRINK MIX                    | 41.35     | 113139  |
| 591-543.000-727.800                              | BACTERIOLOGICAL COLILERT AND VES | IDEXX LABORATORIES         | BACTERIOLOGICAL COLILERT AND VESSELS    | 3,608.57  | 113175  |
| 591-543.000-727.800                              | SODIUM HYPOCHLORITE              | UNIVAR SOLUTIONS USA INC   | SODIUM HYPOCHLORITE                     | 3,646.74  | 113224  |
| 591-543.000-730.000                              | ROTOR, BRAKE PADS - WATER VAN    | PERFORMANCE AUTOMOTIVE     | ROTOR, BRAKE PADS - WATER VAN           | 521.29    | 113206  |
| 591-543.000-740.000                              | BPU FUEL - JUNE 2026             | WATKINS TRANSPORT INC      | BPU FUEL - JUNE 2026                    | 791.78    | 113234  |
| 591-543.000-801.000                              | WATER - WATER TOWERS AND WELLS   | FINISH LINE PROPERTY SOLU  | 2026 LAWN MAINTANCE CONTRACT            | 775.00    | 113162  |
| 591-543.000-801.000                              | CCC PROGRAM SERVICE              | HYDROCORP, LLC             | CCC PROGRAM SERVICE                     | 1,462.50  | 113174  |
| 591-543.000-810.000                              | MICHIGAN RURAL WATER SUBSCRIPTIO | MICHIGAN RURAL WATER ASSOC | MICHIGAN RURAL WATER SUBSCRIPTION       | 437.50    | 113195  |
| 591-543.000-920.000                              | 504504154 - 37 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 37 MONROE GEN SET | 11.96     | 1497    |
| 591-543.000-920.000                              | 504504154 - 37 MONROE            | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 37 MONROE         | 11.58     | 1499    |
| 591-543.000-920.000                              | 504558065 - 401 HILLSDALE        | MICHIGAN GAS UTILITIES     | NATURAL GAS UTILITY - 401 HILLSDALE     | 44.81     | 1504    |
| 591-543.000-930.000                              | POWER WASHER FAN                 | GELZER HJ & SON INC        | POWER WASHER FAN                        | 79.99     | 113166  |
| 591-543.000-930.000                              | BRASS NIPPLE                     | GELZER HJ & SON INC        | BRASS NIPPLE                            | 7.99      | 113166  |
| 591-543.000-930.000                              | EFFLUENT MAGNETIC FLOW METER     | MIDWEST MUNICIPAL INSTRUME | EFFLUENT MAGNETIC FLOW METER WTP        | 8,495.00  | 113196  |
| 591-543.000-930.000                              | FRONT WHEEL SEAL - WATER VAN BRA | PERFORMANCE AUTOMOTIVE     | FRONT WHEEL SEAL - WATER VAN BRAKE REP  | 22.98     | 113206  |
| 591-543.000-930.990                              | SIDEWALK REPLACEMENT - LEAD SERV | DRY MAR TRUCKING & DIRTWOF | SIDEWALK REPLACEMENT - LEAD SERVICE 86  | 568.31    | 113157  |
| 591-543.000-930.990                              | HOTMIX                           | GERKEN MATERIAL, INC       | HOTMIX - MAJOR, LOCAL, HWY              | 113.22    | 113167  |
| 591-543.000-930.990                              | REPAIRS & MAINT. - LEAD SERVICES | GERKEN MATERIAL, INC       | HOTMIX - LOCAL, BPU 88 S HOWELL ST      | 111.00    | 113167  |
| Total For Dept 543.000 OPERATIONS                |                                  |                            |                                         | 25,284.21 |         |
| Dept 900.000 CAPITAL OUTLAY                      |                                  |                            |                                         |           |         |
| 591-900.000-970.000-213002                       | HIGH SERVICE PUMP 2 REPLACEMENT  | NORTHERN PUMP & WELL, INC. | HIGH SERVICE PUMP 2 REPLACEMENT MOTOR C | 29,654.00 | 113202  |
| Total For Dept 900.000 CAPITAL OUTLAY            |                                  |                            |                                         | 29,654.00 |         |
| Total For Fund 591 WATER FUND                    |                                  |                            |                                         | 60,952.51 |         |
| Fund 633 PUBLIC SERVICES INV. FUND               |                                  |                            |                                         |           |         |
| Dept 236.000 PUBLIC SERVICES INVENTORY           |                                  |                            |                                         |           |         |
| 633-236.000-801.000                              | SIDEWALK REPLACEMENT - 142 S WES | DRY MAR TRUCKING & DIRTWOF | SIDEWALK REPLACEMENT - 142 S WEST ST    | 850.00    | 113157  |
| Total For Dept 236.000 PUBLIC SERVICES INVENTORY |                                  |                            |                                         | 850.00    |         |
| Total For Fund 633 PUBLIC SERVICES INV. FUND     |                                  |                            |                                         | 850.00    |         |
| Fund 640 REVOLVING MOBILE EQUIP. FUND            |                                  |                            |                                         |           |         |
| Dept 443.000 MOBILE EQUIPMENT MAINTENANCE        |                                  |                            |                                         |           |         |
| 640-443.000-726.000                              | SHOP RAGS, FENDER COVER          | CINTAS CORPORATION         | MATS, SOP RAGS, FENDER COVER, MOP       | 9.54      | 113148  |
| 640-443.000-726.000                              | SHOP RAGS, FENDER C OVER         | CINTAS CORPORATION         | MATS, SHOP RAGS, FENDER COVER, MOP      | 9.54      | 113148  |
| 640-443.000-726.000                              | DRUM DOLLIES - SHOP              | PERFORMANCE AUTOMOTIVE     | DRUM DOLLIES - SHOP                     | 493.47    | 113206  |
| 640-443.000-726.000                              | 3TON JACK STANDS                 | PERFORMANCE AUTOMOTIVE     | 3TON JACK STANDS                        | 59.59     | 113206  |
| 640-443.000-726.000                              | ACETYLENE                        | PURITY CYLINDER GASES, INC | ACETYLENE                               | 85.26     | 113213  |
| 640-443.000-730.000                              | FASTENERS & ANCHORS -#134        | GELZER HJ & SON INC        | FASTENERS & ANCHORS -#134               | 2.30      | 113166  |
| 640-443.000-730.000                              | STREET SWEEPER FILTERS/ELEMENTS  | MACQUEEN EMERGENCY GROUP   | STREET SWEEPER FILTERS/ELEMENTS - #154  | 923.38    | 113191  |



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EXP CHECK RUN DATES 07/16/2026 - 07/16/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
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Page: 11/12

| GL Number                                           | Invoice Line Desc                | Vendor                      | Invoice Description                     | Amount    | Check # |
|-----------------------------------------------------|----------------------------------|-----------------------------|-----------------------------------------|-----------|---------|
| Fund 640 REVOLVING MOBILE EQUIP. FUND               |                                  |                             |                                         |           |         |
| Dept 443.000 MOBILE EQUIPMENT MAINTENANCE           |                                  |                             |                                         |           |         |
| 640-443.000-730.000                                 | CREDIT - 01/08/2024              | MACQUEEN EMERGENCY GROUP    | CREDIT - 01/08/2024 SEE ATTACHMENT      | (178.29)  | 113191  |
| 640-443.000-730.000                                 | TIRE - #153                      | NORM'S TIRE & SERVICE       | TIRE - #153                             | 141.75    | 113200  |
| 640-443.000-730.000                                 | OIL FILTER #73                   | PERFORMANCE AUTOMOTIVE      | OIL FILTER #73                          | 8.59      | 113206  |
| 640-443.000-730.000                                 | AIR, OIL, FUEL FILTERS #'S 24, 7 | PERFORMANCE AUTOMOTIVE      | AIR, OIL, FUEL FILTERS #'S 24, 73       | 73.47     | 113206  |
| 640-443.000-730.000                                 | FUEL FILTER CREDIT               | PERFORMANCE AUTOMOTIVE      | FILTERS - #24 COMPRESSOR MAINT. SEE REF | (41.99)   | 113206  |
| 640-443.000-730.000                                 | FUEL FILTER #24 - SEE CREDIT REF | PERFORMANCE AUTOMOTIVE      | FUEL FILTER #24 - SEE CREDIT REF#97978  | 4.63      | 113206  |
| 640-443.000-730.000                                 | OIL FILTER #73                   | PERFORMANCE AUTOMOTIVE      | OIL FILTER #73                          | 9.37      | 113206  |
| 640-443.000-730.000                                 | MINI GRINDING DISC - SHOP        | PERFORMANCE AUTOMOTIVE      | MINI GRINDING DISC - SHOP               | 31.49     | 113206  |
| 640-443.000-730.000                                 | OIL FILTER #4                    | PERFORMANCE AUTOMOTIVE      | OIL FILTER #4                           | 11.46     | 113206  |
| 640-443.000-740.000                                 | 2 CYCLE OIL - DPS SHOP           | FAMILY FARM & HOME          | 2 CYCLE OIL - DPS SHOP                  | 41.44     | 113160  |
| 640-443.000-740.000                                 | OIL - SHOP                       | PERFORMANCE AUTOMOTIVE      | OIL - SHOP                              | 39.54     | 113206  |
| 640-443.000-740.000                                 | MOTOR OIL - DPS                  | WATKINS OIL COMPANY, INC.   | MOTOR OIL - DPS                         | 118.00    | 113233  |
| 640-443.000-740.000                                 | JUNE FUEL - DPS                  | WATKINS TRANSPORT INC       | JUNE FUEL - DPS                         | 4,079.49  | 113234  |
| 640-443.000-801.000                                 | DOT INSPECTION #19               | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #19                      | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTION #12               | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #12                      | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTION #8                | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #8                       | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTIN #3                 | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTIN #3                        | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTION #154              | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #154                     | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTION #39               | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #39                      | 75.00     | 113172  |
| 640-443.000-801.000                                 | DOT INSPECTION #43               | HILLSDALE COMMUNITY SCHOOL  | DOT INSPECTION #43                      | 75.00     | 113172  |
| 640-443.000-801.000                                 | REPAIR BACKUP LIGHT, AND ALARM,  | HILLSDALE COMMUNITY SCHOOL  | REPAIR BACKUP LIGHT, AND ALARM, DOT INS | 155.90    | 113172  |
| 640-443.000-801.000                                 | WELDED IN TANK #29               | HILLSDALE COMMUNITY SCHOOL  | WELDED IN TANK #29                      | 367.50    | 113172  |
| 640-443.000-955.588                                 | SCREENING/TESTING - S. THOMAS    | CE & A PROFESSIONAL SERVICE | SCREENING/TESTING - S. THOMAS           | 57.00     | 113147  |
| 640-443.000-955.588                                 | SCREENING/TESTING - S. THOMAS    | JONESVILLE HEALTH CARE PLI  | SCREENING/TESTING - S. THOMAS           | 115.00    | 113180  |
| Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE |                                  |                             |                                         | 7,142.43  |         |
| Total For Fund 640 REVOLVING MOBILE EQUIP. FUND     |                                  |                             |                                         | 7,142.43  |         |
| Fund 663 FIRE VEHICLE & EQUIPMENT FUND              |                                  |                             |                                         |           |         |
| Dept 336.000 FIRE DEPARTMENT                        |                                  |                             |                                         |           |         |
| 663-336.000-970.000                                 | TURNOUT GEAR FOR WOLLETT AND DEK | PHOENIX SAFETY OUTFITTERS   | TURNOUT GEAR FOR WOLLETT AND DEKLEIN FI | 7,200.00  | 113208  |
| 663-336.000-970.000                                 | TURNOUT GEAR FOR FIRE DEPT       | PHOENIX SAFETY OUTFITTERS   | TURNOUT GEAR FOR ROSENBERRY AND PICEK E | 7,200.00  | 113208  |
| Total For Dept 336.000 FIRE DEPARTMENT              |                                  |                             |                                         | 14,400.00 |         |
| Total For Fund 663 FIRE VEHICLE & EQUIPMENT FUND    |                                  |                             |                                         | 14,400.00 |         |
| Fund 677 UNEMPLOYMENT INSURANCE FUND                |                                  |                             |                                         |           |         |
| Dept 175.000 ADMINISTRATIVE SERVICES                |                                  |                             |                                         |           |         |
| 677-175.000-964.000                                 | UNEMPLOYEMENT CHARGES FOR 2026   | UNEMPLOYMENT INSURANCE AG   | UNEMPLOYEMENT CHARGES FOR 2026          | 276.60    | 1508    |
| Total For Dept 175.000 ADMINISTRATIVE SERVICES      |                                  |                             |                                         | 276.60    |         |
| Total For Fund 677 UNEMPLOYMENT INSURANCE FUND      |                                  |                             |                                         | 276.60    |         |

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

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Page: 12/12

| GL Number            | Invoice Line Desc | Vendor | Invoice Description      | Amount           | Check # |
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| <hr/>                |                   |        |                          |                  |         |
| Fund Totals:         |                   |        |                          |                  |         |
|                      |                   |        | Fund 101 GENERAL FUND    | 84,506.86        |         |
|                      |                   |        | Fund 202 MAJOR ST./TRUNK | 1,771.90         |         |
|                      |                   |        | Fund 203 LOCAL STREET FU | 4,619.77         |         |
|                      |                   |        | Fund 208 RECREATION FUNI | 3,475.63         |         |
|                      |                   |        | Fund 247 TAX INCREMENT I | 172.00           |         |
|                      |                   |        | Fund 271 LIBRARY FUND    | 3,267.41         |         |
|                      |                   |        | Fund 401 CAPITAL IMPROVE | 600.00           |         |
|                      |                   |        | Fund 408 FIELDS OF DREAM | 2,066.00         |         |
|                      |                   |        | Fund 409 STOCK'S PARK    | 2,725.00         |         |
|                      |                   |        | Fund 481 AIRPORT IMPROVE | 2,785.57         |         |
|                      |                   |        | Fund 582 ELECTRIC FUND   | 432,739.63       |         |
|                      |                   |        | Fund 588 DIAL A RIDE     | 3,382.82         |         |
|                      |                   |        | Fund 590 SEWER FUND      | 39,703.07        |         |
|                      |                   |        | Fund 591 WATER FUND      | 60,952.51        |         |
|                      |                   |        | Fund 633 PUBLIC SERVICES | 850.00           |         |
|                      |                   |        | Fund 640 REVOLVING MOBII | 7,142.43         |         |
|                      |                   |        | Fund 663 FIRE VEHICLE &  | 14,400.00        |         |
|                      |                   |        | Fund 677 UNEMPLOYMENT IN | 276.60           |         |
| Total For All Funds: |                   |        |                          | <hr/> 665,437.20 |         |

## CITY COUNCIL MINUTES

City of Hillsdale  
July 20, 2026  
7:00 P.M.

Regular Meeting

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

Mayor Scott Sessions opened the meeting with the Pledge of Allegiance.

### **Roll Call**

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

|                          |                                                                                                                                                                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council Members present: | Scott Sessions, Mayor<br>R Greg Stuchell, Ward 1<br>Jacob Bruns, Ward 1<br>William Morrissey, Ward 2<br>Matthew Bentley, Ward 2<br>Gary Wolfram, Ward 3<br>Bob Flynn, Ward 3<br>Robert Socha, Ward 4<br>Joshua Paladino, Ward 4 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                         |      |
|-------------------------|------|
| Council Members absent: | None |
|-------------------------|------|

Also Present: David Mackie (City Manager/BPU Director), Sam Fry (Assistant City Manager), Katy Price (City Clerk), Tom Thompson (City Attorney), Jason Blake (DPS Director), Kim Thomas (Assessor), Olivia Jones (Zoning Administrator), James Edward Thomas, Mark Nichols, Penny Swan, Amber Yoder, Larry Walworth, Sheri Ingles, Doug Ingles, Elizabeth Bianchi.

### **Approval of Agenda**

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

All ayes. Motion carried.

### **Public Comment**

None

### **Consent Agenda**

- A. Approval of Bills
  - 1. City and BPU Claims of June 11, 2026: \$365,873.19
  - 2. Payroll of June 18, 2026: \$217,411.43 and July 2, 2026: \$214,169.29
- B. City Council Minutes of June 15, 2026
- C. Finance Minutes of June 15, 2026 and July 1, 2026
- D. Shade Tree Commission Minutes of June 10, 2026
- E. Election Commission Minutes of July 8, 2026
- F. BPU- Eaton Yukon AMI Software Support
- G. BPU- Q-Mation/AVEVA SCADA Licensing/Maintenance Agreement
- H. BPU- LSLR Lead/Galvanized Service Line Replacement

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

Roll Call:

|                      |     |
|----------------------|-----|
| Councilman Bentley   | Aye |
| Councilman Bruns     | Aye |
| Councilman Flynn     | Aye |
| Councilman Morrissey | Aye |
| Councilman Paladino  | Aye |

|                     |     |
|---------------------|-----|
| Councilman Stuchell | Aye |
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |

Motion passed 9-0

### **Communication/Petitions**

A. Street Project Verbal Update- Jason Blake

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

A. Amendment to Ordinance: Section 36-143, Rezoning 8 E. Bacon St. et al

On May 21, 2026, La Rue's Pest Control LLC, owner of 8 E Bacon St, 10 E Bacon St Lot, and 10 E Bacon St Alley, filed a petition to rezone the property with the Planning Commission.

The Property Owner is currently operating a commercial business on the property. Historically, the building has housed McCance Medical Clinic, Volume Salon, and most recently, Bucklin Law PLC.

Motion by Councilman Bentley, supported by Councilman Socha to approve the amendment to Section 36-143, Rezone 8 E bacon St. et al as presented. **Ordinance 2026-04.**

Roll Call:

|                      |     |
|----------------------|-----|
| Councilman Bruns     | Aye |
| Councilman Flynn     | Aye |
| Councilman Morrissey | Aye |
| Councilman Paladino  | Aye |
| Councilman Stuchell  | Aye |
| Councilman Socha     | Aye |
| Councilman Wolfram   | Aye |
| Mayor Sessions       | Aye |
| Councilman Bentley   | Aye |

Motion passed 9-0

### **Old Business**

### **New Business**

A. Declare Public Nuisance- 64 Spring St

The Code Enforcement Department received notice that a structure fire occurring March 25, 2026 had rendered the residence addressed as 64 Spring Street unsafe for occupancy. The property owner was notified that the structure was dangerous and ordered to demolish it by April 29, 2026. There was no insurance on the property and the property owner has indicated that he did not have the financial means to demolish the unsafe structure. A civil infraction was issued on June 23, 2026. In addition to the unsafe structure, the property owner has been cited for solid waste/sanitation violations and an inoperable vehicle. No civil infractions have been issued yet for this violation. Following the fire, the property owner submitted an application for a zoning permit to change the use of the garage to a residence. The stipulations for approval of this permit included clear language that the structure could not be occupied as a residence until a Certificate of Occupancy was issued by the Hillsdale County Building Official, verifying compliance with the minimum requirements under the Michigan Residential Building Code. Despite this stipulation, the owner has subsequently been cited for occupancy of the garage by himself and others without the required approved permits. No civil infractions have been issued for this violation, but the structure has been posted as unsafe for occupancy.

Council discussion ensued on home owner's intent and lack of insurance.

Motion by Council Member Morrissey, seconded by Council Member Flynn to declare 64 Spring St a Public Nuisance. **Resolution #3683.**

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Flynn    | Aye |
| Councilman Morrisey | Aye |
| Councilman Paladino | Aye |
| Councilman Stuchell | Aye |
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |
| Councilman Bentley  | Aye |
| Councilman Bruns    | Aye |

Motion passed 9-0

B. Police Patrol Car Purchase

The Hillsdale Police Department is requesting approval to purchase one new Dodge Durango Pursuit AWD to replace an aging patrol vehicle that will be sold at auction. The department plans to buy the Durango using State of Michigan contract pricing, which typically provides discounted, standardized rates for government agencies.

Funding for the purchase; \$75,000 has already been set aside in the Capital Improvement Fund for the current budget year, meaning no additional appropriation was needed.

Council discussion ensued on current police vehicles and the issues of the fleet.

Motion by Council Member Flynn, seconded by Council Member Stuchell to approve the purchase agreement as presented for a new police vehicle (Dodge Durango) in the amount of \$74,993.00.

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Paladino | Aye |
| Councilman Stuchell | Aye |
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |
| Councilman Bruns    | Aye |
| Councilman Bentley  | Aye |
| Councilman Flynn    | Aye |
| Councilman Morrisey | Aye |

Motion passed 9-0

C. PACE Schedule Software Purchase

The Hillsdale Police and Fire Department currently utilizes manual scheduling processes that are time-consuming and increase the potential for scheduling conflicts, errors, and administrative inefficiencies. PACE Scheduler is a public safety scheduling platform specifically designed for fire and EMS agencies. The software provides automated scheduling, shift trades, leave management, overtime tracking, staffing notifications, and reporting capabilities. Implementing PACE Scheduler will improve operational efficiency, provide greater accountability, reduce administrative workload, and assist in maintaining minimum staffing requirements while enhancing communication with department personnel.

The total first-year cost, including implementation and the annual software subscription, is \$2,350. Staff recommends entering into a one-year subscription, with the option to renew annually. Funding for this purchase was included in the approved FY 2026-27 Police and Fire Department Budget.

Motion by Council Member Flynn, seconded by Council Member Socha to approve the PACE Schedule Software as presented and have the City manager and Police/Fire Chief to execute the agreement.

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Stuchell | Aye |
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |
| Councilman Bruns    | Aye |
| Councilman Bentley  | Aye |
| Councilman Flynn    | Aye |
| Councilman Morrisey | Aye |
| Councilman Paladino | Aye |

Motion passed 9-0

D. Bid Award- Junior Renovation

The Library Board along with the Library Director have discussed at length the decision to assess the building and specifically the youth spaces to allow for a more creative and experiential space for the children. While the intent is to redevelop a space in the near future, the Library Board is only actively bidding out for a space assessment.

Council discussion on library space, polling location concerns and getting Hillsdale College interns to help in the effort for a minimal cost.

Motion by Council Member Paladino, seconded by Council Member Flynn to award the junior’s Renovation Beginning Phase to MCD Architects at a price of \$20,800.00 as presented.

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |
| Councilman Bentley  | Aye |
| Councilman Bruns    | Nay |
| Councilman Flynn    | Aye |
| Councilman Morrisey | Aye |
| Councilman Paladino | Aye |
| Councilman Stuchell | Nay |

Motion passed 7-2

Miscellaneous Reports

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

General Public Comment

Jeff Fazekas- State St.,

Motion by Councilman Paladino, Seconded by Councilman Bentley to allow Clerk Price to add Lance Lashaway to minutes.

City Attorney stated that rules were changed from “requested” to require and it is up to chair to recognize the person at the podium.

Mayor Sessions asked if there was any other public that would like to speak.

Mayor Sessions recognized the next public speaker, Larry Wolworth- Ward 3. (Speaking from Clerk’s desk).

Point of order- Rule 10.6 read by Councilman Paladino.

Motion by Councilman Paladino, Seconded by Councilman Bentley to suspend the first sentence of rule 6.3 requiring his or her name and address.

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Wolfram  | Nay |
| Mayor Sessions      | Nay |
| Councilman Bentley  | Aye |
| Councilman Bruns    | Aye |
| Councilman Flynn    | Nay |
| Councilman Morrisey | Nay |
| Councilman Paladino | Aye |
| Councilman Stuchell | Nay |
| Councilman Socha    | Aye |

Motion failed 4-5

James Edward Thomas, 2200 Barr St, Hillsdale Twp.

Roberto Eichler refused to state address, sat down.

Mayor Sessions asked Lashaway to state name, he refused.

No other comments, podium was closed.

**Closed Session**

Motion by Councilman Morrisey, Seconded by Councilman Flynn to go into closed session to discuss legal opinion.

Roll Call:

|                     |     |
|---------------------|-----|
| Councilman Bentley  | Yes |
| Councilman Bruns    | Nay |
| Councilman Flynn    | Aye |
| Councilman Morrisey | Aye |
| Councilman Paladino | Nay |
| Councilman Stuchell | Aye |
| Councilman Socha    | Aye |
| Councilman Wolfram  | Aye |
| Mayor Sessions      | Aye |

Motion passed 7-2

Went into closed session at 8:05 p.m.



Council reconvened in open session at 8:45 p.m.

**City Manager Report**

Katy Price, City Clerk gave an election update.

**Council Comment**

Councilman Flynn thanked BPU and DPS employees for their work during the July 3<sup>rd</sup> storm cleanup.

Mayor Sessions also thanked BPU, DPS and Sam Fry along with Corey Murray for all their works for July 4<sup>th</sup> events.

Councilman Bentley asked Mayor Session to reconsider his approach to the meetings.

**Adjournment**

Motion by Councilman Flynn, seconded by Councilman Socha to adjourn the meeting.

All ayes. Motion carried.

The meeting Adjourned at 8:53 p.m.

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Scott M. Sessions, Mayor

---

Katy Price, City Clerk

View meeting online: [Part 1 before closed session City Council Meeting July 20th, 2026](#) (YouTube Channel)  
[Part 2 after closed session City Council Meeting July 20th 2026 - YouTube](#)

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: July 20, 2026

Time: 6:30 PM

PRESENT:

COMMITTEE: Will Morrissey, Gary Wolfram, Matt Bentley, Jacob Bruns

STAFF: Jason Blake (Director of Public Services), Sam Fry (Assistant City Manager), Tina Bumpus (Assistant Finance Director), David Mackie (City Manager), Kristopher Joswiak (Police and Fire Chief)

PUBLIC: None

BOARD OF PUBLIC UTILITIES AND CITY OF HILLSDALE ACCOUNTS PAYABLE

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Questions asked on Invoice Distribution Report by Finance Committee:

Fund 101

Department 441: Have Name and City Logo on Luke Smith's Uniform

Fund 203

Department 444: Repair Sidewalk Due to Tree Damage

Fund 208

Department 751: Shirts for more than 120 T-Ball Players. They Pay with Their Registration

Fund 247

Department 900: Attorney Cost for Liquor License Return to TIFA

Fund 401

Department 900: Soffit Repair and Lift Rental

Fund 590

Department 546: To Clean Sewer Tile

Department 900: Valve to Ensure Items Don't Come Back to Sewer

Motioned by Bentley and seconded by Morrissey to approve

Motion Passed 4-0

Motioned by Morrissey and seconded by Bentley to adjourn

Motion passed 4-0

Adjournment 6:40 PM

Minutes prepared by Gary Wolfram

**Board of Review Agenda – July Meeting – per [MCL 211.53b](#)**

**When:** Tuesday, July 21, 2026  
9:00 a.m.

**Where:** Hillsdale City Hall  
2<sup>nd</sup> Floor Conference Room  
97 N Broad St  
Hillsdale, MI 49242

- 
1. **Call to Order and Pledge of Allegiance** *called to order 8:59AM*
  2. **Roll Call**
    - a. D. Kerry Laycock – Chair ✓
    - b. Becki Jaeger – Secretary ✓
    - c. Anthony Vear – Regular Member ✓
    - d. Vacant - Alternate
    - e. Vacant - Alternate
    - f. Kimberly Thomas, MAAO - Assessor (Advisory Only – Not a voting member) ✓
  3. **Approval of Agenda** *Becki Approved*
  4. **Public Comment on Agenda Items** *none*
  5. **Consent Agenda** *Approved by Becki & Anthony*
    - a. [Minutes – 2026 March Board of Review](#)
    - b. [STC Bulletins](#)
  6. **Communications & Petitions (see attached)** *Rebecca Blank in person.*
  7. **Old Business**
  8. **New Business (not including petitions)**
  9. **Assessor Report**
    - a. STC Audit – not scheduled for current year
    - b. [MTT Appeals](#) *Discussion re: individual to LLC uncapping decisions*
      - i. [25-000552-TT Chase Residence LLC](#) – Opinion Pending
      - ii. [25-002640-TT Mark & Miranda Parker](#) – Valuation disclosures due 9/22/2026
    - c. STC Appeals
      - i. [154-2025-0188 MUVIQ USA LLC](#) – Omitted Personal Property added by STC  
Order 2/24/2026
  10. **General Public Comment**
  11. **Recess** *at 10AM.*

The next meeting of the City of Hillsdale Board of Review is tentatively scheduled for Tuesday,  
December 15, 2026 at 9:00 a.m.

Becki Jaeger, Secretary *Becki Jaeger 7-21-26*



07/21/2026  
10:48 AM

2026 July BOR Change Summary

Page: 2/3  
DB: 2027

*Final Decisions*

| Year Parcel Number                                                                                                                                                         | Comments | Petition /Docket | Class | School | Assessed Value | Taxable Value | PRE/MBT | Transfer | Corrected Assessed Value | Corrected Taxable Value | Corrected PRE/MBT | Corrected Transfer |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------|-------|--------|----------------|---------------|---------|----------|--------------------------|-------------------------|-------------------|--------------------|
| 2025 006-619-008-05                                                                                                                                                        |          | J26-008          | 201   | 30020  | 1,309,100      | 1,309,100     | 0.000   | 0.000    | 1,309,100                | 1,309,100               | 0.000             | 0.000              |
| CORRECT STATE EDUCATION TAX TO 1/2 RATE (3 MILLS) FOR THE 2025 TAX YEAR. FULL RATE FOR SCHOOL OPERATING TAX AND STATE EDUCATION TAX TO BE BILLED BEGINNING WITH 2026 YEAR. |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| KEEFER HOUSE HOTEL LLC                                                                                                                                                     |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 104 N HOWELL ST OPRA REHAB HILLSDALE, MI 49242                                                                                                                             |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 315 FIFTH ST PERU, IL 61354                                                                                                                                                |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 2025 006-900-112-01                                                                                                                                                        |          | J26-009          | 251   | 30020  | 90,000         | 90,000        | 100.000 | 0.000    | 0                        | 0                       | 100.000           | 0.000              |
| EXEMPT MCL 211.90 - FORM 5076 FILED AT PRIOR LOCATION, STILL OPERATING UNDER SAME P.C.                                                                                     |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| DR NICHOLE ELLIS, DO                                                                                                                                                       |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 39 NORTH ST HILLSDALE, MI 49242                                                                                                                                            |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 39 NORTH ST HILLSDALE, MI 49242                                                                                                                                            |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 2026 006-900-430-15                                                                                                                                                        |          | J26-010          | 251   | 30020  | 90,000         | 90,000        | 100.000 | 0.000    | 2,300                    | 2,300                   | 100.000           | 0.000              |
| PERSONAL PROPERTY STATEMENT RECEIVED LATE, FORM 5076 FILED FOR 2027                                                                                                        |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| GRAND MELODIES LLC                                                                                                                                                         |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 42 UNION ST 1C HILLSDALE, MI 49242                                                                                                                                         |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 42 UNION ST 24 HILLSDALE, MI 49242                                                                                                                                         |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 2026 006-426-355-14                                                                                                                                                        |          | J26-011          | 401   | 30020  | 61,200         | 26,888        | 100.000 | 0.000    | 61,200                   | 0                       | 100.000           | 0.000              |
| POVERTY EXEMPTION GRANTED AT 100%                                                                                                                                          |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| BLANK, REBECCA E                                                                                                                                                           |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 83 E HALLETT ST HILLSDALE, MI 49242                                                                                                                                        |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 83 E HALLETT ST HILLSDALE, MI 49242                                                                                                                                        |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 2026 006-900-430-07                                                                                                                                                        |          | J26-012          | 251   | 30020  | 90,000         | 90,000        | 100.000 | 0.000    | 400                      | 400                     | 100.000           | 0.000              |
| AMENDED PERSONAL PROPERTY STATEMENT FILED 7/17/2026                                                                                                                        |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| STICKLEY LAW FIRM, PLLC                                                                                                                                                    |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 33 N BROAD ST HILLSDALE, MI 49242                                                                                                                                          |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |
| 33 N BROAD ST HILLSDALE, MI 49242                                                                                                                                          |          |                  |       |        |                |               |         |          |                          |                         |                   |                    |

3,829,800 3,043,903

\*Winter PRE Change

THE BOARD OF REVIEW OF CITY OF HILLSDALE, HILLSDALE COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

07/21/2026  
09:59 AM

2026 July BOR Change Summary

Year Parcel Number

Comments

Owner/Prop. Addr./Mail Addr.

Petition /Docket

Class School

Assessed Value

Taxable Value

PRE/MBT Transfer

Assessed Value

Corrected Taxable Value

Corrected PRE/MBT EX Transfer

Member

Member

Member

Member

Member

Dated

7-21-26

*[Handwritten signatures and dates in blue and purple ink]*



**MINUTES**  
**TIFA Program Review Committee**  
**July 13, 2026, 8:00 AM**  
**Hillsdale City Hall – 2<sup>nd</sup> Floor Conference Room**

**I. Call to Order at 8:10 AM**

- a. Members Present: Chair Cindy Bieszk and Darin Spieth
- b. Public Present: Tim Sullivan (obo Pointe Properties, LLC), Jack McLain, and Olivia Smith (telephonically, TIFA Treasurer/Secretary)
- c. Members Absent: Mike Clark

**II. New Business**

- a. Façade Improvement Grant Applications
  - i. JT26-001 – 71 N Howell St – 75 Odd
    - 1. Tim Sullivan introduced the project scope.
    - 2. Bieszk let Smith know that one grant has been administered in the past for multiple parcels owned by the same owner. Separate grants for each property is cleaner course of action.
    - 3. Bieszk – Due to TIFA financial commitments, need to consider if awarding full budgeted amount to one applicant is fiscally responsible. Unsure if Board can increase the grant budget in the future.
    - 4. Motion by Bieszk to recommend the Full Board award half of the proposed estimated cost up to \$3,091. Second Spieth. 2-0. Motion carried.
  - ii. JT26-002 – 77 N Howell St
    - 1. Tim Sullivan introduced the project scope.
    - 2. Bieszk – Recommending awarding half of the proposed project (\$7,390) would place the grant budget \$481 over budget.
    - 3. Sullivan suggested the Committee drop award amount recommendation to meet the \$10,000 threshold or under.
    - 4. Discussion took place regarding project pricing, budget constraints, and how to approve the second project.
    - 5. Motion by Bieszk to recommend the Full Board award up to \$4,500 of the proposed estimated cost. Second Spieth. 2-0. Motion carried.

**III. Public Comment**

- a. Tim Sullivan – Thanked the Committee for their consideration
- b. Jack McLain – Thanked the Committee for being fiscally responsible and not recommending awarding the entire budget to first applicant.

**IV. Adjournment at 8:30 AM**

- a. Motion by Spieth to adjourn. Second by Bieszk. 2-0. Motion carried.

## City Planning Commission

July 15, 2026

5:30 PM

Minutes

### Attendance

Chairman Laycock – Absent

Commissioner Coykendall – Absent

All others – Present

Public: Wesley Wickham, Kay Freese, Amber Yoder, Thomas Potter, Andrew Ashby, Ken Joswiak, Scott Sessions, Penny Swan, Melissa Desjardin, Matthew Bentley, James E Thomas, Rachael Johnson, Penny Myers, Sam Negus, Eric Myers

### Public Comment

- James Thomas thanked the City for providing a thorough packet to the public prior to the meeting.
- James Benjamin Galloway argued that *Share The Warmth's* proposal was compatible with B3 Zoning while Hope Harbor's previous proposal was not.

### Consent Agenda

- Commissioner Morrissey moved to approve.
- Commissioner Winter seconded.
- All in favor.

### Public Hearing: Rezoning – 8 E Bacon St et al

- Earl Larue spoke as a representative of the applicants.
- He explained that the property had been operating as a commercial business for some time. The rezoning request was an attempt to make the property compliant with zoning.
- Commissioner Winter moved to approve.
- Commissioner Shelley seconded.
- All in favor.

### Commercial Site Plan Review – 183 W Carleton Rd

- Penny Myers and Rachael Johnson presented the application to the Commission.
- An extended Q & A with the presenters was followed by a discussion by the Commission.
  - Commissioner Morrissey asked if and how Share the Warmth would be changing their approach and programs if they move into the proposed property.
  - Commissioner Winter asked whether guests at STW would be screened once at the beginning of a multi-day stay, or whether they would be screened every day. He also asked whether they would be allowed to leave their possessions at STW during the day or not.



- Commissioners Kelemen and Kniffin also asked questions pertaining to the nature of the new programming and the expanded offerings of Share the Warmth.
- Commissioner Winter asked the applicants to describe the proposed uses of the building besides the emergency shelter.
- Commissioner Kniffin requested Administrator Smith to explain her comments from the staff review; Smith explained that the applicants clarified that “Clinic” was not the correct term for their offerings and that she had included elements of the Michigan Building Code 2021 for the Commission’s consideration.
- Commissioner Winter commented on the difficulty of the case given the ambiguous nature of the city code.
- Commissioner Morrissey inquired about whether having beds on the ground floor would be a problem with Zoning, especially when compared with Hope Harbor’s previous application; Administrator Smith suggested that first-floor beds would not be a problem in this instance because of the meanings of “dwelling-unit” and “sleeping-unit.”
- After some more discussion, the Commission voted 5-0 to approve. Commissioner Winter motioned, Commissioner Shelley seconded.

#### **Amended Bylaws Review – Sections I - III**

- A brief discussion was had on minor edits to the Bylaws.
- Commissioner Winter inquired as to potential small changes to II. B. of the Bylaws. Administrator Smith explained that the language was taken from the State.
- Commissioner Winter suggested that the Commission/Council work to realign the terms of those on the Commission to ensure 2 members have a term expire each year.
- Other brief comments were made without notable amendments to the language of the Bylaws.

#### **General Public Comment**

- James Galloway offered to email with Commissioners about his research into Zoning districts and improved classifications.
- James Edward Thomas argued that the Commission came to the correct decision in the wrong way with respect to Share the Warmth.

#### **Adjournment**

Commissioner Morrissey motioned to close the meeting.  
Commissioner Kniffin seconded. All in favor.

**MINUTES**  
**Tax Increment Finance Authority (TIFA)**  
**July 21, 2026, 7:30 AM**  
**Council Chambers, Hillsdale City Hall**

**I. Call to Order**

- a. Members Present: Andrew Gelzer (Chair), Chris Bahash, Cindy Bieszk, Darin Spieth (arrived at 7:59 AM), James Brandon, Kevin Conant, Luke Robson, Mary Margaret Spiteri, Mike Clark, and R. Gregory Stuchell
- b. Others Present: Jack McLain, Mary Wolfram (Friends of the Dawn), Mayor Scott Sessions, and Olivia Smith (Zoning Administrator and TIFA Secretary/Treasurer)
- c. Members Absent: Margaret Braman (excused), Chris Sumnar (excused), and Rachel Doty (excused)

**II. Consent Agenda**

- a. Motion by Clark to approve the consent agenda as presented. Second Robson. 10-0. Motion passed.

**III. Public Comment – Agenda Items**

- a. None

**IV. Communications**

- a. None

**V. Committee Reports**

- a. Beautification Committee
  - i. None
- b. Program Review Committee
  - i. Bieszk provided a brief background on the projects and the reasons for the recommendations of the committee.
  - ii. JT26-001 – Motion by the Program Review Committee to award \$3,091. Second Brandon. 10-0. Motion passed
  - iii. JT26-002 – Motion by the Program Review Committee to award \$4,500. Second Bahash. 10-0. Motion passed.
- c. Review Committee
  - i. Continuing review of *Rules and Procedures*. Will schedule next meeting near the end of this meeting during Roundtable.
- d. Targeted Development
  - i. Dawn Theater Operator Updated – In negotiations with two (2) applicants: Friends of the Dawn and Jason Walters & Associates. Hudson Entertainment has dropped out.
    - 1. Brandon – Seven (7) requests for the venue have come in. He then described those requests and their target time. What is the timeline for naming a new operator?

- a. Bahash – Estimate October 1
  - b. Brandon suggested moving forward with The Taildraggers (September 12) and Jim Malcolm (October 17).
  - c. Wolfram – All requested events are open to public. Friends are struggling with the dynamic of fundraising for the Dawn Theater and then denying requests to use the venue.
  - d. Bahash – Potential new operator would like to do construction on the building. Not opposed to the proposed events. Need more information on the mechanics of the events before considered by the Targeted Development Committee.
  - e. Wolfram voiced concerns on not approving the Nutcracker event as they applied and were granted Hillsdale County Community Foundation grants for this specific recurring event.
  - f. Motion by Gelzer to approve The Taildraggers (September 12) and the Nutcracker (December 6). Second Conant. 10-0. Motion passed.
2. Dawn Theater Maintenance Update
- a. Continued conversation regarding water damage under stage.
  - b. Gelzer introduced \$600 quote from Campbell Electric for two (2) electrical outlets under the stage in relation to water damage mitigation.
    - i. Motion from Targeted Development Committee to approve the quote. Second Bieszk. 10-0. Motion passed.
  - c. Gelzer introduced \$3,000 quote from George Stump regarding. Approved at last full Board meeting (06/02/2026). Contractor requesting check for 50% down.
    - i. Motion by Gelzer to approve a check for 50% down following an on-site meeting with the contractor and a few representatives of the TIFA Board. Second Bieszk. 10-0. Motion passed.

#### **VI. Old Business**

- a. Liquor License Update
  - i. Gelzer – Moving license into escrow. Payment made to Keefer House Hotel LLC fulfilling the last portion of the written agreement with Keefer.
- b. Utility Billing Update – Dawn Theater
  - i. Rate charge has been corrected. Credit for overpayment.

#### **VII. New Business**

- a. None

#### **VIII. Economic Development Update/Board Round Table**

- a. Gelzer – Members of TIFA took a tour of the Keefer Hotel. Project has advanced significantly. Provided details. Received an email from Brant Cohen on behalf of CL Real Estate Development regarding the promissory note.
  - i. Discussion took place regarding what fulfilled the promissory note.
  - ii. Will ask Keefer representatives to come to the next meeting to address the note.

- b. Robson – St. Joe’s Pizza is closing. No new location is confirmed at this time. Reach out if restaurateur is looking for a location and Class C liquor license.
- c. Gelzer – 37 McCollum St is complete and all units are rented.
- d. Gelzer – Inquired if Share the Warmth project was approved. Advised TIFA members that reside on City Council or other boards that he believes this approval should be a one-off event. Approval process be reconsidered. Not part of TIFA district, but does not want continued breakup of the economic corridor.
  - i. Smith confirmed Planning Commission approval.
- e. Review Committee members present scheduled their next meeting for Wednesday, July 29, 2026 at 4:30 PM.

**IX. General Public Comment**

- a. Wolfram – (comment not representing Friends of the Dawn) – Friends submitted a great proposal, but would love to work with a competent private operator. Regarding date requests – Trying to honor the wishes of the Targeted Development during this transitional period. Not seeking out events. Willing to turn over scheduled events to new operator. Concerns regarding business-specific alterations to the Dawn that are/were proposed by other applicants.
- b. Mayor Scott Sessions – Thanked the Board members for serving

**X. Adjourned at 8:40 AM**

- a. Motion by Conant to adjourn. Second Brandon. 10-0. Motion passed.
- b. Next Meeting: Tuesday, August 18, 2026 at 6:00 PM (2<sup>nd</sup> Informational Meeting)

**CITY OF HILLSDALE**  
**TAX INCREMENT FINANCE AUTHORITY**  
**TARGETED DEVELOPMENT COMMITTEE**  
**MEETING MINUTES**

**Date:** July 15, 2026

**Time:** 5:30 p.m.

**Location:** Hillsdale City Hall, Second-Floor Conference Room

**I. Call to Order**

Chair Chris Bahash called the meeting to order at **5:35 p.m.**

**Attendance**

**Committee members present:**

- Chris Bahash, Chair
- Andrew Gelzer
- Kevin Conant

**Committee member absent with notice:**

- Luke Robson

**Others present:**

- James Brandon, Dawn Theater Liaison
- Jason Walters, JWA
- Jackson Busby, JWA
- Jack McClain
- Brendan, Friends of the Dawn
- Aiden Sullivan, Friends of the Dawn

**Approval of Agenda**

Kevin Conant moved to approve the agenda as presented. Andrew Gelzer supported the motion.

**Motion carried.**

**II. Public Comment**

No public comment was offered.

### **III. Review and Confirm Dawn Theater Liaison Role**

The committee confirmed James Brandon's service as Dawn Theater Liaison.

The committee discussed the liaison's role as a point of communication among TIFA, the Friends of the Dawn, event users, and any future theater operator.

The committee also discussed documenting the condition of the theater before and after events through video walkthroughs conducted by the organization responsible for each event.

No formal action was taken.

### **IV. Friends of the Dawn Interim Operating Agreement**

The committee reviewed the current interim operating arrangement with the Friends of the Dawn.

The committee received an update regarding the Dawn Theater's utility billing. The theater had been placed in an incorrect commercial billing classification, resulting in substantial demand charges. The classification was corrected, and the improper charges were removed from the account and credited toward future utility bills.

The committee discussed pending and proposed events during the interim period before a permanent operator assumes responsibility for the theater. Members expressed concern about approving private or extended-duration events that could interfere with the operations of a future operator.

Andrew Gelzer moved to limit new Dawn Theater event commitments during the interim operating period to events meeting the following conditions:

- The event must be open to the public or constitute a dedicated community event.
- The event must be nonprofit in nature.
- Use of the theater may not exceed two days, including setup.
- Existing commitments already accepted by the Friends of the Dawn will not be affected.
- The restrictions will remain in effect until a permanent operator is confirmed.

Kevin Conant supported the motion.

**Motion carried unanimously.**

## **V. Communication Between the Targeted Development Committee and Friends of the Dawn**

The committee discussed establishing a formal communication structure between the Targeted Development Committee and the Friends of the Dawn.

By consensus, the committee deferred further discussion of this item.

## **VI. Introduction of JWA Proposal and Principals**

Jason Walters and Jackson Busby introduced themselves on behalf of JWA and briefly addressed the committee regarding their interest in operating the Dawn Theater and their submitted proposal.

The committee thanked the JWA representatives for attending.

## **VII. Closed Session**

Chris Bahash moved to enter closed session for the purpose of direct communication and negotiation with JWA regarding its submitted proposal. Andrew Gelzer supported the motion.

**Motion carried unanimously.**

The committee entered closed session at **5:51 p.m.**

## **VIII. Reconvene in Open Session**

Andrew Gelzer moved to return to open session. Kevin Conant supported the motion.

**Motion carried.**

The committee reconvened in open session at **6:59 p.m.**

No formal action concerning the JWA proposal was taken upon returning to open session.

## **IX. Subcommittee Roundtable**

### **Wurlitzer Organ**

The committee discussed the current placement and security of the Wurlitzer organ within the Dawn Theater.

It was noted that every prospective operator they had spoken with had expressed concern about assuming responsibility for the organ and about the effect of its current placement on theater operations.

The committee agreed that the organ's placement should be revisited and that it should either be relocated to a more secure location or installed in a manner that is more secure and aesthetically appropriate.

No formal action was taken.

### **Theater Equipment and Assets**

The JWA representatives were advised that the following TIFA-owned assets would be available to a future Dawn Theater operator:

- Toast point-of-sale system
- Existing security-camera system
- Approximately 250 folding chairs
- Large tables
- Café-style tables
- The Dawn Theater website and domain
- Existing Dawn Theater social-media accounts

The committee explained that these assets would not need to be included as new purchases within a future operator's proposed equipment or buildout budget.

### **Proposed Building Modifications**

The committee requested that JWA provide renderings illustrating its proposed alterations and improvements to the Dawn Theater.

Andrew Gelzer agreed to provide available specifications and information regarding the front bar, flooring, carpet tiles, paint colors, finishes, hardware, and other existing building materials.

It was noted that samples and replacement materials from the theater rehabilitation had been retained.

### **Additional Public Comment**

At approximately **7:06 p.m.**, Jack McClain asked whether statements concerning the Friends of the Dawn's fundraising success were supported by available financial records.

Discussion followed regarding the Friends of the Dawn's past fundraising activity, grants, donor recognition, and publicly available nonprofit financial filings.



McClain also commented on the distinction between organizing occasional volunteer events and operating the Dawn Theater as a full-time business.

No formal action was taken.

#### **X. Adjournment**

The meeting adjourned at **7:08 p.m.**

DRAFT

**MINUTES**  
**Zoning Board of Appeals**  
**July 22, 2026, 5:30 PM**  
**Hillsdale City Hall – Council Chambers**

**I. Call to Order at 5:30 PM**

- a. Pledge of Allegiance was recited by those present.
- b. Roll Call:
  - i. Members Present: Daniel LaRue – Chair, Tammie Henderson – Vice Chair, John Kast, Matthew Bentley, and Matthew Kniffin
  - ii. Others Present: Luke Robson (Hillsdale Renaissance LLC), Elias McConnell (the Hillsdale Handyman), and Olivia Smith (Zoning Administrator)
  - iii. Members Absent: Amber Yoder – Secretary (excused), Jordan Adams (late notification)

**II. Public Comment on Agenda Items**

- a. None

**III. Consent Agenda**

- a. Motion by Henderson to approve the consent agenda as presented. Second by Kniffin. 5-0. Motion carried.

**IV. Old Business**

- a. None

**V. New Business**

- a. VV26-0002 – 16 Hillsdale St
  - i. Chair LaRue opened the public hearing at 5:32 PM
  - ii. Zoning Administrator Smith presented background on the appeal.
  - iii. Luke Robson and Elias McConnell presented information on their understanding of the situation.
    - 1. Listed a similar wall-mounted sign/billboard located at 81 W Carleton Rd
    - 2. Stated that the variance could be a request from the requirements found in Sec. 26-6 and/or the setback found in Sec. 26-9(5).
    - 3. McConnell – The mounting process was a frame affixed to the building. The sign is then attached to the frame and can be removed at any time.
  - iv. Member reports of site visits and conversations with Applicant
    - 1. Kniffin reported that he had contacted the Applicant regarding the rendering and the number of signs proposed. Verified in the meeting if the subject sign was all that will be erected on the building. Robson confirmed.
    - 2. LaRue and Henderson stated that they had driven by the sign.
  - v. Members of the Public in support of the Petitioner
    - 1. McConnell – The messaging is not offensive. The elders at Hillsdale Orthodox Presbyterian Church stated that they were neutral to the situation.

- vi. Members of the Public in opposition to the Petitioner
  - 1. None Present
- vii. Rebuttals
  - 1. None
- viii. Chair LaRue closed the public hearing at 5:53 PM
- ix. Discussion regarding Finding of Fact
  - 1. Board deliberated if completing the questionnaire was important for this appeal. Determined that it would be for the sake of consistency.
    - a. Smith – Current Finding of Fact documents created by the previous Zoning Administrator and Legal. She will work on creating more user-friendly Finding of Fact sheets for future appeals that still aligns with statute and court precedents.
  - 2. Robson pointed out that the Finding of Fact sheet states that if the Board answers “No” that it is a recommendation that the appeal be denied per the word “should” and not “shall.”
  - 3. Board discussed their confusion and displeasure with Question 10.
- x. Motion Proposed on Finding of Fact
  - 1. Motion by Henderson to approve the dimensional variance. Second by Kast.
- xi. Discussion regarding the motion
  - a. Robson – Sign will be moved for renovations at the building that will hopefully occur next year.
- xii. Vote on the motion
  - 1. Roll call vote taken by Zoning Administrator Smith:
    - a. Adams – N/A
    - b. Bentley – Yes
    - c. Kniffin – Yes
    - d. Henderson – Yes
    - e. Yoder – N/A
    - f. LaRue – Yes
    - g. Kast – Yes
  - 5-0. Motion passed.
  - 2. *Completed Finding of Fact sheet enclosed as part of these minutes.*

## **VI. General Public Comment**

- a. LaRue stated that the sign was attractive.
- b. McConnell apologized to the Board for his unusual attire.
- c. Kniffin commented on the dissonance between the concepts of “wall-mounted” and “temporary.”

## **VII. Adjourned at 5:55 PM**



**Zoning Board of Appeals  
Finding of Fact Sheet**

**Case #:** VV26-0002  
**Property Address:** 16 HILLSDALE ST  
**Parcel #:** 006-227-236-06  
**Property Owner:** HILLSDALE RENAISSANCE LLC  
**Zoning:** B-3 (GENERAL BUSINESS)  
**Request Type:** NON-USE  
**Variance From:** SEC. 26-6

**Question 1**

Are there exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties or classes of uses in the same district or zone?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 2**.

If your answer is NO, then the request for relief should be denied.

**Question 2**

Will compliance with the strict letter of the restrictions in the zoning ordinance governing area, setbacks, frontage, height, bulk, or density unreasonably prevent the applicant from using the property for a permitted purpose or render conformity with such restrictions unnecessarily burdensome?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 3**.

If your answer is NO, the request for relief should be denied.

**Question 3**

Is a grant of a variance necessary for the preservation and enjoyment by the applicant of a substantial property right possessed by other property in the same zone and vicinity?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 4**.

If your answer is NO, then the request for relief should be denied.

#### **Question 4**

Can the relief requested be granted in such fashion that the spirit of the ordinance will be observed and it will not be materially detrimental to the public safety and welfare or otherwise impair the public health, comfort, or morals of the inhabitants of the city?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 5**.

If your answer is NO, then the request for relief should be denied.

#### **Question 5**

Can the relief requested be granted in such fashion that it will not cause material injury to the other property and improvements located in the same zone or district in which the property is located?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 6**.

If your answer is NO, then the request for relief should be denied.

#### **Question 6**

Can the relief requested be granted in such fashion that it will not adversely affect the purposes or objectives of the future land use plan of the City?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 7**.

If your answer is NO, then the request for relief should be denied.

### **Question 7**

Can the relief requested be granted in such fashion that it will not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in public streets, increase the danger of fire, or unreasonably diminish or impair established property values within the surrounding area?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 8**.

If your answer is NO, then the request for relief should be denied.

### **Question 8**

Will granting the relief requested do substantial justice to the applicant as well as to other property owners in the district?

☒ Yes

☐ No

If your answer is YES, proceed to **Question 10**.

If your answer is NO, proceed to **Question 9**.

### **Question 9**

Would a lesser relaxation of the restrictions in the zoning ordinance than that applied for by the applicant give substantial relief to the applicant and be more consistent with justice to other property owners?

☒ Yes

☐ No

If your answer is YES, please state the lesser modification below and proceed to **Question 10**.

None

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If your answer is NO, then the variance should be denied.

#### Question 10

Is the hardship for which the applicant seeks a variance the result of the applicant's own actions?

☐ Yes

☒ No

If your answer is YES, then the variance should be denied.

If your answer is NO, then the variance should be granted, either as requested or as modified in your response to Question 9, if any.

**Zoning Board of Appeals**  
**Finding of Fact**  
**Vote Roll Call Sheet**

**VV26-0002**  
**16 Hillsdale St**  
**7/22/2026**

| Q1        | Vote | Q2        | Vote | Q3        | Vote | Q4        | Vote | Q5        | Vote | Q6        | Vote |
|-----------|------|-----------|------|-----------|------|-----------|------|-----------|------|-----------|------|
| Yoder     | N/A  | LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  | Bentley   | Yes  | Kniffin   | Yes  |
| LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  | Bentley   | Yes  | Kniffin   | Yes  | Henderson | Yes  |
| Kast      | Yes  | Adams     | N/A  | Bentley   | Yes  | Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  |
| Adams     | N/A  | Bentley   | Yes  | Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  | LaRue     | Yes  |
| Bentley   | Yes  | Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  | LaRue     | Yes  | Kast      | Yes  |
| Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  | LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  |
| Henderson | Yes  | Yoder     | N/A  | LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  | Bentley   | Yes  |
| Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 5 N: 0 |      |

| Q7        | Vote | Q8        | Vote | Q9        | Vote | Q10       | Vote |
|-----------|------|-----------|------|-----------|------|-----------|------|
| Henderson | Yes  | Yoder     | N/A  | LaRue     | Yes  | Kast      | No   |
| Yoder     | N/A  | LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  |
| LaRue     | Yes  | Kast      | Yes  | Adams     | N/A  | Bentley   | No   |
| Kast      | Yes  | Adams     | N/A  | Bentley   | Yes  | Kniffin   | No   |
| Adams     | N/A  | Bentley   | Yes  | Kniffin   | Yes  | Henderson | No   |
| Bentley   | Yes  | Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  |
| Kniffin   | Yes  | Henderson | Yes  | Yoder     | N/A  | LaRue     | No   |
| Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 5 N: 0 |      | Y: 0 N: 5 |      |

| Motion    | Vote |
|-----------|------|
| Adams     | N/A  |
| Bentley   | Yes  |
| Kniffin   | Yes  |
| Henderson | Yes  |
| Yoder     | N/A  |
| LaRue     | Yes  |
| Kast      | Yes  |
| Y: 5 N: 0 |      |

**Notes:**



**MINUTES**  
**TIFA Review Committee**  
**July 29, 2026, 4:30 PM**  
**2<sup>nd</sup> Floor Conference Room – Hillsdale City Hall**

**I. Call to Order at 4:29 PM**

- a. Members Present: Andrew Gelzer, Cindy Bieszk, Greg Stuchell, and Luke Robson
- b. Public Present: Jack McLain and Olivia Smith (Zoning Administrator, TIFA Secretary/Treasurer)
- c. Members Absent: Chris Sumnar (excused)

**II. Rules of Procedure Review – Continued**

- a. Gelzer and Robson provided the Committee their draft *Rules of Procedures*
  - b. Discussion took place regarding various topics:
    - i. One Voice Policy
    - ii. Number of members and term limits
    - iii. Liaisons
    - iv. Duties and powers of the Chairperson
      - 1. Delegating those duties for a finite period of time and to who
    - v. Standing committees
  - c. Motion by Robson to bring the bylaws, with the discussed amendments to the next TIFA full Board meeting. Second Stuchell. Roll call vote:
    - i. Gelzer – Yes
    - ii. Stuchell – Yes
    - iii. Bieszk – Yes
    - iv. Robson – Yes
- 4-0. Motion carried.

**III. Adjourned at 6:15 PM**

- a. Motion by Bieszk to adjourn. Second Robson. 4-0. Motion carried.
- b. Next Meetings:
  - i. Review Committee – Wednesday, August 12, 2026 at 4:30 PM in 2<sup>nd</sup> Floor Conference Room
    - 1. Reviewing final draft of the TIFA Development Plan
  - ii. TIFA (Informational) – August 18, 2026 at 6:00 PM in Council Chambers
  - iii. TIFA (Special) – August 25, 2026 at 7:30 AM in Council Chambers

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: August 3, 2026**

**Agenda Item: Consent**

**SUBJECT: Hillsdale Renaissance, LLC Block Party Street Closure Agreement**

**BACKGROUND: Michelle Loren, Recreation Director**

Hillsdale Renaissance, LLC submitted a Right of Way permit application requesting the closure of Howell Street between East Bacon Street and McCollum Street on Saturday, August 22, 2026 pursuant to TCO #2026-28 approved by Council at the August 3, 2026 regular meeting. A street closure agreement has been drafted and approved by legal counsel.

## **RECOMMENDATION**

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

**STREET CLOSURE AGREEMENT**  
**Hillsdale Renaissance, LLC Block Party**  
**August 22, 2026**

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (“Hillsdale”) and Hillsdale Renaissance, LLC, 45 E. Bacon St., Hillsdale, Michigan 49242.

**Preamble**

Hillsdale controls the usage of local streets within its jurisdiction. Among other governmental functions, Hillsdale seeks to promote the use of its streets for the use and benefit of its citizens and the general public.

At various times, functions are proposed that involve the use of a portion of a public street to which Hillsdale’s citizens, as well as the public at large, are invited and encouraged to attend. In such instances, when Hillsdale determines that the proposed activity will inure to the economic, cultural and general benefit of its citizens and of the community at large, it has endeavored to cooperate with the activity’s sponsor/promoter. In doing so, Hillsdale is concerned with regulating the use of its streets in order to reasonably assure that they are not used in a manner that exposes persons attending activities as are allowed to take place in or on any portion of its public streets to unreasonable risks of harm, as well as to assure that no damage is done to its street facilities.

Hillsdale Renaissance, LLC desires to hold an event requiring the closure of Howell Street between East Bacon Street and McCollum Street for the purpose of holding a Community Block Party on Saturday, August 22, 2026 beginning at 12:00 p.m. and ending at 9:00 p.m.

Hillsdale Renaissance, LLC has represented that it is a responsible organization and that it has created appropriate regulations and policies by which it will regulate participants in the event it proposes to sponsor. Hillsdale Renaissance, LLC also represents that participation in its event is and will be open to all on a nondiscriminatory basis.

Hillsdale has determined that it is in its best interests and the interests of the general public to allow Hillsdale Renaissance, LLC to use the above mentioned streets as the site from which it may conduct its proposed event, and Hillsdale Renaissance, LLC has agreed to do so, all in accordance with the following terms and conditions.

**Agreement**

1. In consideration of and reliance on Hillsdale Renaissance, LLC’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale Renaissance, LLC to use the following portions of its streets during a specified period on August 22, 2026 for the purpose of preparing for and conducting its proposed event and related activities for the use, benefit and enjoyment of the general public during the stated hours and to thereafter restore said streets to a condition fit for public travel that is at least as good as when taken, all as hereinafter provided:

- a. The closure of Howell Street between East Bacon Street and McCollum Street beginning at 12:00 p.m. and ending at 9:00 p.m. on Saturday, August 22, 2026 for the purpose of holding a community block party pursuant to TCO 2026-28 approved by Council August 3, 2026.

1. Hillsdale Renaissance, LLC shall be solely responsible for providing, erecting, maintaining, and tear down of all temporary traffic control devices (TTC) at the ends of the described portion of the above mentioned streets as shown on the attached Exhibit A, in order to close off the streets to motor vehicle traffic between 12:00 p.m. and 9:00 p.m. on Saturday, August 22, 2026.

2. Hillsdale Renaissance, LLC agrees that all Traffic Control Devices shall be compliant with the Michigan Manual of Uniform Traffic Control and shall be installed and maintained pursuant to the same. Traffic Control Devices used by the Hillsdale Renaissance, LLC shall be approved by the Director of the City of Hillsdale Department of Public Services prior to use..

3. Hillsdale Renaissance, LLC agrees to and shall be solely responsible for obtaining, posting, and paying the fees for all applicable and necessary permits and barricade rental fees, including but not limited to those that might be required by the Federal Highway Administration, the placement of barricades, the posting of signs, as well as any rules, regulations and requirements, or other conditions that might be required by any state, county, or local statute, ordinance, rule or regulation.

4. Hillsdale Renaissance, LLC agrees that immediately following the end of the event, and at its sole expense, it shall promptly remove or cause the removal of all equipment, barricades, signs, and other items pertaining to the closures. Hillsdale Renaissance, LLC shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades to block Howell Street from the public's vehicular use. Hillsdale Renaissance, LLC's barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

5. Hillsdale Renaissance, LLC further agrees that the removal of all equipment, barricades, signs, and other items from the Howell Street closure and the surrounding affected areas, and the restoration of the entire area occupied or used by it to a swept and tidy condition shall be completed not later than 8:00 a.m., Sunday, August 23, 2026.

6. Hillsdale Renaissance, LLC agrees to abide by all applicable statutes, ordinances, rules, and regulations pertaining to it and to all provisions of this agreement during its occupancy and use of the described portion of Howell Street.

7. Hillsdale Renaissance, LLC agrees that it shall not permit any street other than the described portion of Howell Street to be blocked or obstructed. Further, Hillsdale Renaissance, LLC agrees to and shall confine its proposed event activities solely to Howell Street between East Bacon Street and McCollum Street.

8. Hillsdale Renaissance, LLC agrees and understands that it, at its sole expense, is and shall be solely responsible for the repair and restoration of all damage to private or public property, whether real or personal, that results from or because of Hillsdale Renaissance, LLC's proposed event, and to leave the premises in a condition equal to or better than existed prior to its use, free from all garbage, trash or other items.

9. Hillsdale Renaissance, LLC represents that it is a valid Michigan Limited Liability Company and further represents that it possesses or will obtain and provide persons with the skill, experience, competence, and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and professional manner.

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

11. Hillsdale Renaissance, LLC shall provide City with proof of public liability and property damage insurance with coverage that is satisfactory to Hillsdale and limits of liability of not less than a single limit of One Million and 00/100 (\$1,000,000.00) Dollars, with the City of Hillsdale designated therein as a named insured to be and remain in force for the duration of Hillsdale Renaissance, LLC's presence on and use of Hillsdale's streets, and that such proof is to be provided at the time of execution of this Agreement.

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

13. Hillsdale Renaissance, LLC represents to Hillsdale that it intends to use the described area for the purpose of conducting a community block party. In reliance on Hillsdale Renaissance, LLC's representations and its other promises as contained in this agreement, Hillsdale hereby grants and Hillsdale Renaissance, LLC hereby accepts the exclusive control over the described portion of McCollum Street and the activities therein, it being the intention of the parties that Hillsdale Renaissance, LLC is and shall be solely responsible for maintaining the described areas and regulating all activities therein so as to keep them in reasonably safe condition, free of unreasonable risk of harm, for the use and benefit of the general public and others using or within said area or any of its facilities, products or activities.

14. Hillsdale Renaissance, LLC further agrees to and shall defend, indemnify, and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees, and related expenses, as a result of actual or claimed personal injury, including death, property damage, or other damage or loss of any kind or nature which are or are claimed to be a proximate result of:

a. The negligence, gross negligence or intentional acts or omissions of Hillsdale Renaissance, LLC, its agents, servants, employees, guests, vendors, invitees, event participants or event attendees which arise or are claimed to have arisen as a result or because of Hillsdale Renaissance, LLC proposed events, its associated activities and events; or

b. All such damages or injuries, including death, whether caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that Hillsdale Renaissance, LLC shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

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

16. Hillsdale Renaissance, LLC agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale Renaissance, LLC at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity, or under this contract, by giving written notice of termination to Hillsdale Renaissance, LLC if the latter should:

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

Provided, however, that Hillsdale Renaissance, LLC indemnification, defense, hold harmless and insurance coverage agreements shall survive any such termination.

Notice of termination pursuant to the forgoing provisions shall be provided to Hillsdale Renaissance, LLC in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: Hillsdale Renaissance, LLC, 45 E. Bacon St, Hillsdale, Michigan 49242.

17. All notices from Hillsdale Renaissance, LLC to Hillsdale shall be in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: David Mackie, Hillsdale City Manager, 97 N. McCollum Street, Hillsdale, Michigan 49242.

21. The parties agree that there are no other representations, inducements, promises or agreements between them, whether oral or written.

18. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Hillsdale Renaissance, LLC further agree

that in the event of legal action arising from or as a result of this Agreement or its breach, venue and jurisdiction for such action shall be in the Hillsdale County Circuit Court or in the District Court located within the County of Hillsdale, Michigan, whichever has subject matter jurisdiction over any such dispute.

CITY OF HILLSDALE

HILLSDALE RENAISSANCE, LLC

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Sott M. Sessions, Mayor  
Dated: August \_\_\_\_\_, 2026

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Luke Robson, Manager/Member  
Dated: August \_\_\_\_\_, 2026

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Katy Price, City Clerk  
Dated: August\_\_\_\_\_, 2026

## TRAFFIC CONTROL ORDER

Temporary — 2026-28

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 22, 2026 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.

  
\_\_\_\_\_  
Chief

07/28/2026  
Date

Received for filing in the office of the City Clerk at \_\_\_\_\_ a.m. on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026. \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Scott Sessions, Mayor

Attest:

\_\_\_\_\_  
Katy B. Price, City Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2026

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

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

|                                                                                                         |                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Moore Insurance Services, Inc.<br>67 N. Howell<br>P.O. Box 207<br>Hillsdale MI 49242 | <b>CONTACT NAME:</b> Cyndi Armstrong<br><b>PHONE (A/C, No, Ext):</b> (517) 439-9345<br><b>FAX (A/C, No):</b> (517) 439-5536<br><b>E-MAIL ADDRESS:</b> carmstrong@mooreinsuranceservices.com      |
| <b>INSURED</b><br>Hillsdale Renaissance LLC<br>45 E Bacon Street<br>Hillsdale MI 49242                  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Auto-Owners Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** CL2672905443**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                                      | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                              |          | 06311341      | 11/17/2025              | 11/17/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                          |                                                |          | 06311341      | 11/17/2025              | 11/17/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED RETENTION \$                                                                                                                                                                                                                                                         |                                                |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input checked="" type="checkbox"/> N | N / A    | A106626707    | 01/30/2026              | 01/30/2027              | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                                                                    |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                                                              |                                                                                                                                                                                                     |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Hillsdale<br>92 N Broad Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# **City of Hillsdale Agenda Item Summary**

**Meeting Date:** August 3, 2026

**Agenda Item:** Consent Agenda

**SUBJECT:** Noise Variance Request – Hillsdale Renaissance

## **BACKGROUND PROVIDED BY STAFF:**

Hillsdale Renaissance is requesting a noise variance for the following upcoming event, which will include live music on the steps of the Hillsdale County Courthouse on Howell Street. Applicant has obtained permission from the property owner for live music at this location:

**Friday, August 22, 2026 from 4:00 p.m. to 8:00 p.m. – Summer Block Party**

See attached email from Charlie Miggins/Hillsdale Renaissance.

## **RECOMMENDATION:**

Approval is requested as this is an annual free community event taking place in a downtown business district during daytime hours.

## Sam Fry

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**From:** Charlie Miggins <charlie@hillsdalerenaissance.com>  
**Sent:** Tuesday, July 28, 2026 1:47 PM  
**To:** Sam Fry  
**Subject:** Noise Variance Request for Summer Block Party - August 22

Hi Sam,

I am writing to request a noise variance for our upcoming Summer Block Party scheduled for Friday, August 22, 2026. Music will be on the steps of the courthouse on the Howell St.

Please let me know if you need any additional information or documentation from us to process this request. I'm happy to provide whatever details you may need.

Thank you,

**Charlie Miggins**  
*Community Liaison*  
[Hillsdale Renaissance](#)  
Cell: (517) 212-1737



**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.



## CODE ENFORCEMENT & ZONING REPORT

**Q2: APRIL – JUNE 2026**

### **CODE ENFORCEMENT**

#### **PRIORITY PROPERTIES**

| Address        | Oldest Unresolved Violation                                                                                                                                                                  | Current Owner                    | Date Deed Acquired          | Current Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64 Spring St   | 3/30/2026 fire & water damage                                                                                                                                                                | WYATT,<br>JONATHAN               | 9/2/2022<br>(land contract) | Vacant; Condemned, demolition ordered. No insurance. Did not pass U&O inspection in 2022 or 2023, not required on principal residence after 2024 amendment. Extensive accumulation of solid waste on property and in premises. Inoperable motor home. Zoning permit pulled to convert garage to residence, but no county permits have been issued for this conversion.<br><b>Civil infraction issued 6/23/2026.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 54 Westwood St | 1/14/2020 complaint for garbage accumulation, illegal parking and storage of construction materials on the sidewalk and terrace, and construction of fence and porch without zoning permits. | MALINCHOK,<br>WILLIAM<br>WAUKEEN | 10/1/2018                   | <b>Consent judgment issued by district court 6/24/2025; 2<sup>nd</sup> judgment issued 5/4/2026 following hearing ordering property to be brought into compliance within 14 days.</b> Affidavit of noncompliance signed by code enforcement 5/21/2026. City authorized by judgment to “enter onto the property and to perform such work as is necessary to otherwise bring the property into compliance with the aforementioned ordinances of the City, including, without limitation, demolishing and removing from the property any and all structures constructed without the required permits and/or otherwise not constructed in conformity with the requirements of any such permits, with the expenses to be assessed directly against the Defendant and to also be assessed as a lien against the property in the form of a special assessment.” |

|                 |                                  |                              |            |                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------|----------------------------------|------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 46 River St     | 4/27/2006 failed U&O inspection  | JANSEN, THEODORE N & PENNY E | 6/30/2006  | Vacant; Condemned – unfit for human habitation. Permits pulled for rehab, missed deadline to complete. Civil infraction issued 1/7/2026. Consent judgment signed 5/14/2026 agreeing to bring property into compliance by December 1, 2026.                                                                                                                                               |
| 4 Spring St     | 5/11/2006 failed U&O inspection  | HUMPHRIES, SHAWN P           | 3/6/2008   | Vacant; Condemned – unfit for human habitation. Permits for rehab expired; owner requested extension due to injury. 2024 consent judgment authorizes demolition. Owner has submitted multiple requests for extension of the deadline and has done some work to bring the property into compliance, but has had health and other personal issues in 2026 so has not made recent progress. |
| 60 N West St    | 3/6/2007 failed U&O inspection   | HILLSDALE RENAISSANCE LLC    | 4/22/2024  | Vacant; Condemned 2014 unfit for human habitation. New owner is finalizing plans for rehab along with 3 adjacent properties. Part of much larger city-wide rehab plan.                                                                                                                                                                                                                   |
| 58 N West St    | 9/17/2008 failed U&O inspection  | HILLSDALE RENAISSANCE LLC    | 4/22/2024  | Vacant; Condemned following meth fire in 2011. New owner is finalizing plans for rehab or demolition and reconstruction along with 3 adjacent properties. Part of much larger city-wide rehab plan.                                                                                                                                                                                      |
| 104 S Broad St  | 11/24/2008 failed U&O inspection | FROSCH, DOUGLAS              | 9/21/1983  | Vacant; Condemned – unfit for human habitation. 2025 consent judgment authorizes demolition.                                                                                                                                                                                                                                                                                             |
| 80 S Wolcott St | 3/28/2013 Complaint for blight   | FAITH COVENANT BIBLE CHURCH  | 10/23/2013 | Vacant; Condemned. Owner claims plan to rehab for church but no permits pulled or plans submitted. Sold to new owner June 29, 2026, has already started cleaning up and plans to build a residence on the property.                                                                                                                                                                      |

## **INSPECTIONS CONDUCTED – 484**

| <b>Inspector</b> | <b># of Inspections Completed</b> |
|------------------|-----------------------------------|
| Kimberly Thomas  | 82                                |
| Nicole Leroux    | 301                               |
| Olivia Smith     | 92                                |

**NEW ENFORCEMENT FILES CREATED – 163** – see attached Enforcement Totals by Category report filtered by opened date between April 1, 2026 and June 30, 2026

**ENFORCEMENT FILES CLOSED – 137** – see attached Enforcement Totals by Category report filtered by closed date between April 1, 2026 and June 30, 2026

**TOTAL OPEN ENFORCEMENT FILES – 464** – see attached Enforcement Totals by Category filtered by no closed date, printed July 27, 2026

*The oldest enforcement open is from April 2006.*

## **PERMITTING**

**PERMITS ISSUED – 83** – See attached list

# Enforcement Totals By Category

Q2 Closed Enforcements

07/27/26

|             |                |   |
|-------------|----------------|---|
| ANIMAL CODE | Total Entries: | 1 |
|-------------|----------------|---|

|                      |                |    |
|----------------------|----------------|----|
| EXTERIOR MAINTENANCE | Total Entries: | 10 |
|----------------------|----------------|----|

|                        |                |   |
|------------------------|----------------|---|
| EXTERIOR PROPERTY AREA | Total Entries: | 7 |
|------------------------|----------------|---|

|                     |                |    |
|---------------------|----------------|----|
| GARBAGE/SOLID WASTE | Total Entries: | 12 |
|---------------------|----------------|----|

|                      |                |   |
|----------------------|----------------|---|
| INTERIOR MAINTENANCE | Total Entries: | 1 |
|----------------------|----------------|---|

|                            |                |   |
|----------------------------|----------------|---|
| OCCUPIED - UNSAFE STRUCTUI | Total Entries: | 1 |
|----------------------------|----------------|---|

|                 |                |    |
|-----------------|----------------|----|
| R-O-W VIOLATION | Total Entries: | 29 |
|-----------------|----------------|----|

|                |                |   |
|----------------|----------------|---|
| SIGN VIOLATION | Total Entries: | 7 |
|----------------|----------------|---|

|              |                |   |
|--------------|----------------|---|
| SNOW REMOVAL | Total Entries: | 1 |
|--------------|----------------|---|

|                    |                |    |
|--------------------|----------------|----|
| TALL GRASS & WEEDS | Total Entries: | 21 |
|--------------------|----------------|----|

|                           |                |    |
|---------------------------|----------------|----|
| USE AND OCCUPANCY EXPIREI | Total Entries: | 36 |
|---------------------------|----------------|----|

|                          |                |   |
|--------------------------|----------------|---|
| VACANT STRUCTURE UNMAINI | Total Entries: | 2 |
|--------------------------|----------------|---|

|                           |                |   |
|---------------------------|----------------|---|
| YARD PARKING OR INOPERABL | Total Entries: | 1 |
|---------------------------|----------------|---|

|                  |                |   |
|------------------|----------------|---|
| ZONING VIOLATION | Total Entries: | 8 |
|------------------|----------------|---|

**Total Records:** 137

Population: All Records

Enforcement.DateClosed in <Previous quarter> [04/01/26 - 06/30/26]

# Enforcement Totals By Category

Q2 New Enforcements Opened 07/27/26

|                            |                |    |
|----------------------------|----------------|----|
| ABANDONED PROPERTY         | Total Entries: | 1  |
| ANIMAL CODE                | Total Entries: | 2  |
| EXTERIOR MAINTENANCE       | Total Entries: | 5  |
| EXTERIOR PROPERTY AREA     | Total Entries: | 6  |
| FIRE DAMAGE OR UNSAFE STRU | Total Entries: | 2  |
| GARBAGE/SOLID WASTE        | Total Entries: | 13 |
| R-O-W VIOLATION            | Total Entries: | 29 |
| SIGN VIOLATION             | Total Entries: | 4  |
| TALL GRASS & WEEDS         | Total Entries: | 28 |
| USE AND OCCUPANCY EXPIREI  | Total Entries: | 57 |
| VACANT STRUCTURE           | Total Entries: | 6  |
| YARD PARKING OR INOPERABL  | Total Entries: | 1  |
| ZONING VIOLATION           | Total Entries: | 9  |

**Total Records:** 163

Population: All Records

Enforcement.DateFiled in <Previous quarter> [04/01/26 - 06/30/26]



# Enforcement Totals By Category

Unresolved Enforcements

07/27/26

**ABANDONED PROPERTY**

**Total Entries: 3**

**CITIZEN COMPLAINT**

**Total Entries: 8**

**CONSTRUCTION WITHOUT PERMIT**

**Total Entries: 1**

**EXTERIOR MAINTENANCE**

**Total Entries: 45**

**EXTERIOR PROPERTY AREA**

**Total Entries: 20**

**FIRE DAMAGE OR UNSAFE STRUCTURE**

**Total Entries: 10**

**GARBAGE/SOLID WASTE**

**Total Entries: 8**

**INTERIOR MAINTENANCE**

**Total Entries: 1**

**MULTIPLE VIOLATIONS**

**Total Entries: 3**

**OCCUPIED - UNSAFE STRUCTURE**

**Total Entries: 9**

**REAL ESTATE TRANSFER**

**Total Entries: 6**

**RESIDENTIAL INSP.**

**Total Entries: 4**

**R-O-W VIOLATION**

**Total Entries: 5**

**SIGN VIOLATION**

**Total Entries: 6**

**TALL GRASS & WEEDS**

**Total Entries: 5**

# Enforcement Totals By Category

Unresolved Enforcements 07/27/26

|                           |                |     |
|---------------------------|----------------|-----|
| USE AND OCCUPANCY EXPIRED | Total Entries: | 271 |
|---------------------------|----------------|-----|

|                  |                |    |
|------------------|----------------|----|
| VACANT STRUCTURE | Total Entries: | 21 |
|------------------|----------------|----|

|                               |                |    |
|-------------------------------|----------------|----|
| VACANT STRUCTURE UNMAINTAINED | Total Entries: | 29 |
|-------------------------------|----------------|----|

|                  |                |   |
|------------------|----------------|---|
| ZONING VIOLATION | Total Entries: | 9 |
|------------------|----------------|---|

Total Records: 464

Population: Block  
Enforcement.DateClosed = <Empty>

Report Filter Query:  
Enforcement.DateClosed = <Empty>

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** August 3, 2026

**Agenda Item:** New Business

**SUBJECT:** Set Public Hearing - Resolution #3683 Declaration of [Nuisance](#), Chapter 14, Article II, Hillsdale Code of Ordinances – 64 Spring St

### **BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor/Code Official)**

Resolution #3683 was adopted by Council at their regular meeting on July 20, 2026 declaring the property commonly known as 64 Spring Street to be a public hazard and nuisance and ordering the property cleaned up and the unsafe structure removed by the owner within 14 days.

**Enforcement History:** The Code Enforcement Department received notice that a structure fire occurring March 25, 2026 had rendered the residence addressed as 64 Spring Street unsafe for occupancy. The property owner was notified that the structure was dangerous and ordered to demolish it by April 29, 2026. There was no insurance on the property and the property owner has indicated that he did not have the financial means to demolish the unsafe structure. A civil infraction was issued on June 23, 2026.

In addition to the unsafe structure, the property owner has been cited for solid waste/sanitation violations and an inoperable vehicle. No civil infractions have been issued yet for this violation.

Following the fire, the property owner submitted an application for a zoning permit to change the use of the garage to a residence. The stipulations for approval of this permit included clear language that the structure could not be occupied as a residence until a Certificate of Occupancy was issued by the Hillsdale County Building Official, verifying compliance with the minimum requirements under the Michigan Residential Building Code. Despite this stipulation, the owner has subsequently been cited for occupancy of the garage by himself and others without the required approved permits. No civil infractions have been issued for this violation, but the structure has been posted as unsafe for occupancy.

### **Sec. 14-31. Generally.**

Whatever annoys, injures, or endangers the safety, health, comfort, or repose of the public; offends public decency; interferes with, obstructs or renders dangerous any street, highway, navigable lake, or stream; or in any way renders the public insecure in life or property is declared to be a public nuisance. Public nuisances shall include, but not be limited to, whatever is forbidden by any provisions of this article. No person shall commit, create, or maintain any nuisance.

(Code 1979, § 8.08.010)

**Sec. 14-32. Abatement of nuisance required.**

The hazards and nuisances specified and defined in this Code shall be abated, either by action of the owner or by the action of the city council under the provisions of section 11.4 of the city Charter.

(Code 1979, § 8.08.020)

**Sec. 14-33. Presentation of recommendation to council.** Whenever a city officer is made responsible for the abatement of a nuisance or hazard by provisions of this Code, he shall present to the city council his recommendation that the hazard or nuisance be done away with.

(Code 1979, § 8.08.030)

**Sec. 14-34. Recommendation for abatement of nuisance; action by council; notice.**

Whenever a recommendation has been presented to the city council in accordance with the provisions of section 14-33, the council shall immediately accept or reject such recommendation. If, in the opinion of the council, a public hazard or nuisance which is dangerous to the health or safety of the inhabitants of the city exists, the council shall issue an order to the owner of the offending premises specifying the nature of the nuisance or hazard and requiring such owner to abate the hazard or nuisance promptly and within a time commensurate with the nature of the hazard or nuisance.

(Code 1979, § 8.08.040)

**Sec. 14-35. Notice; noncompliance; abatement ordered.**

If, at the expiration of the time limit as set forth in the notice pursuant to section 14-34, the owner of the premises has not complied with the requirements as set forth in the notice, or in any case where the owner of the premises is not known, the council may order such hazard or nuisance abated by the proper department or agency of the city which is qualified to do the work required or may do the work by contract or by hire.

(Code 1979, § 8.08.050)

**Sec. 14-36. Abatement costs; assessment and collection.**

The cost of the removal of the hazard or nuisance shall be assessed upon the property upon which such hazard or nuisance was located and shall constitute a lien upon such property. This assessment shall be collected at the same time as are the regular city property taxes, if unpaid, and shall be subject to the same penalties as are levied for unpaid property taxes.

(Code 1979, § 8.08.060)

**RECOMMENDATION:**

Because the owner has failed to abate the hazard and nuisance, staff recommends that Council set a public hearing for August 17, 2026 to provide the property owner with an opportunity to be heard on the matter. Following the public hearing, Council may adopt another resolution ordering City staff to complete the work necessary to bring the property into compliance.



# CITY OF HILLSDALE

Code Enforcement

97 NORTH BROAD STREET  
HILLSDALE, MICHIGAN 49242-1695  
(517) 437-6455 FAX: (517) 437-6448  
[codeenforcement@cityofhillsdale.org](mailto:codeenforcement@cityofhillsdale.org)

July 21, 2026

WYATT, JONATHAN  
64 SPRING ST  
HILLSDALE, MI 49242

Re: Property at 64 SPRING ST, Hillsdale, Michigan, 49242

Dear WYATT, JONATHAN:

I write to provide you with notice that on July 20, 2026, the Hillsdale City Council passed a resolution determining that the property you own at 64 SPRING ST in the City of Hillsdale, Michigan, and the structures located thereon are a public hazard and nuisance pursuant to Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code. I have enclosed a copy of the Resolution with this Notice.

PLEASE TAKE NOTICE that you have fourteen (14) days from the date of this Notice to complete the work required to abate the hazardous and nuisance conditions and bring the property and structure into compliance with the applicable provisions of the Hillsdale City Charter and Hillsdale Municipal Code, consistent with the requirements of the report that is attached to the Resolution, or else the City will take steps to cause the work to be completed with the cost thereof to be assessed against the property and against you, consistent with the City Charter, City Ordinance, and the Resolution.

If you have any questions regarding this matter, please feel free to give me a call to discuss them.

Sincerely,

  
Kimberly Thomas  
Assessor/Code Official

Enclosures

Cc: Mr. David Mackie, Hillsdale City Manager  
Thomas L. Thompson, City Attorney's Office

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. 3683

**A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that: the lot located at 64 SPRING ST within the City of Hillsdale, Michigan and structures situated thereon are a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said lot and structures, in violation of Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance; condemning the residential structure situated on the property; and ordering the abatement of the public nuisance created by the dangerous lot and structures.**

WHEREAS the City has received a report from the Code Official dated July 14, 2026, indicating that the lot located at 64 SPRING ST within the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous for the reasons set forth in the report of the Code Official; and

WHEREAS the owner of the property was provided with a copy of the report of the Code Official along with a Notice of Violation issued by the Code Official dated June 23, 2026, giving notice to the owner of the property that the property was not in compliance with the requirements of applicable provisions of the Hillsdale Municipal Code regarding the maintenance of the property and the structures located thereon; and

WHEREAS the owner of the property failed to bring the property and the structures situated thereon into compliance with the requirements of the applicable Ordinances within the times provided in the Notices issued by the Code Official; and

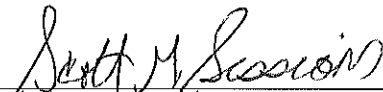
WHEREAS the City Council has reviewed and considered the report and recommendation of the Code Official at the regular meeting of the City Council on July 20, 2026, pursuant to Sections 14-32 through 14-34 of the Hillsdale Municipal Code and Section 11.4 of the Hillsdale City Charter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined, for the reasons set forth in the report of the Code Official dated July 14, 2026, a copy of which report is attached to this Resolution and incorporated herein by reference, that the property located at 64 SPRING ST in the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance.

IT IS FURTHER RESOLVED that the Code Official for the City is hereby directed to give notice to the owner of the property located at 64 SPRING ST of the determination of the City Council, said notice to include a duly executed copy of this Resolution along with a copy of the

attached report of the Code Official, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within fourteen (14) days of the date of the notice so as to remedy the unsafe and dangerous conditions identified in the report of the Code Official, with the notice to further provide that if the specified work required to abate the public hazard or nuisance as identified in the report of the Code Official is not completed within said fourteen (14) day period, the Code Official or the Code Official's designated representative is ordered, in consultation with the City Attorney's Office, to take such steps as are necessary to carry out the requirements of the notice and charge the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS 20<sup>th</sup> Day of July, 2026.

  
\_\_\_\_\_  
Scott M. Sessions, Mayor

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

**FIRE DAMAGE OR UNSAFE STRUCTURE Enforcement | E2026-0057 64 SPRING ST****Property Information**

006-227-252-03

**64 SPRING ST**

Vacant? Y N Number of Units:

**Name Information**

Owner: WYATT, JONATHAN

Phone: (517) 932 9002

Agent or Owner:

Fax Number:

Please Print Name Provide Fax Number or Email Address to expedite notice

Email Address:

**Enforcement Information**

Date Filed: 3/26/2026 12:00:00 AM

All Deficiencies Corrected? Yes No

Complaint: STRUCTURE FIRE ON 03/25/2026

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status: COMPLETED

Result: Not Complied

**Scheduled: Wednesday, 29 July 2026 12:00 AM**

Completed: 07/28/2026

**Violations:**

**Uncorrected SEC. 14-34. - RECOMMENDATION FOR ABATEMENT OF NUISANCE; ACTION BY COUNCIL; NOTICE. WHENEVER A RECOMMENDATION HAS BEEN PRESENTED TO THE CITY COUNCIL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 14-33, THE COUNCIL SHALL IMMEDIATELY ACCEPT OR REJECT SUCH RECOMMENDATION. IF, IN THE OPINION OF THE COUNCIL, A PUBLIC HAZARD OR NUISANCE WHICH IS DANGEROUS TO THE HEALTH OR SAFETY OF THE INHABITANTS OF THE CITY EXISTS, THE COUNCIL SHALL ISSUE AN ORDER TO THE OWNER OF THE OFFENDING PREMISES SPECIFYING THE NATURE OF THE NUISANCE OR HAZARD AND REQUIRING SUCH OWNER TO ABATE THE HAZARD OR NUISANCE PROMPTLY AND WITHIN A TIME COMMENSURATE WITH THE NATURE OF THE HAZARD OR NUISANCE.**

**INSPECTOR COMMENTS: 7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS. NOTICE MAILED TO OWNER 7/22/2026.**

**Uncorrected SEC. 14-35. - NOTICE; NONCOMPLIANCE; ABATEMENT ORDERED. IF, AT THE EXPIRATION OF THE TIME LIMIT AS SET FORTH IN THE NOTICE PURSUANT TO SECTION 14-34, THE OWNER OF THE PREMISES HAS NOT COMPLIED WITH THE REQUIREMENTS AS SET FORTH IN THE NOTICE, OR IN ANY CASE WHERE THE OWNER OF THE PREMISES IS NOT KNOWN, THE COUNCIL MAY ORDER SUCH HAZARD OR NUISANCE ABATED BY THE PROPER DEPARTMENT OR AGENCY OF THE CITY WHICH IS QUALIFIED TO DO THE WORK REQUIRED OR MAY DO THE WORK BY CONTRACT OR BY HIRE.**

**INSPECTOR COMMENTS: 7/28/2026 NOT CORRECTED. TAKE TO 8/3/2026 COUNCIL MEETING - RECOMMEND SET PUBLIC HEARING FOR 8/17/2026 FOR ADOPTION OF RESOLUTION AUTHORIZING CITY STAFF TO CORRECT.**

Scheduling Comment GET PICTURES, PREPARE REPORT FOR COUNCIL MEETING 8/3/2026 (DUE TO KATY BY NOON 7/29/2026 FOR INCLUSION IN PACKET)

INFORMAL HEARING Inspection | Kimberly Thomas

Status: COMPLETED

Result: Partially Complied

**Scheduled: Monday, 20 July 2026 12:00 AM**

Completed: 07/21/2026

DESK REVIEW Inspection | Kimberly Thomas

Status: COMPLETED

Result: Not Complied

**Scheduled: Tuesday, 14 July 2026 08:00 AM**

Completed: 07/14/2026

**Violations:**

**Uncorrected AEC 14-31. - GENERALLY. WHATEVER ANNOYS, INJURES, OR ENDANGERS THE SAFETY, HEALTH, COMFORT, OR REPOSE OF THE PUBLIC; OFFENDS PUBLIC DECENCY; INTERFERES WITH, OBSTRUCTS OR RENDERS DANGEROUS ANY STREET, HIGHWAY, NAVIGABLE LAKE, OR STREAM; OR IN ANY WAY RENDERS THE PUBLIC INSECURE IN LIFE OR PROPERTY IS DECLARED TO BE A PUBLIC NUISANCE. PUBLIC NUISANCES SHALL INCLUDE, BUT NOT BE LIMITED TO, WHATEVER IS FORBIDDEN BY ANY PROVISIONS OF THIS ARTICLE. NO PERSON SHALL COMMIT, CREATE, OR MAINTAIN ANY NUISANCE.**

**Uncorrected SEC. 14-32. - ABATEMENT OF NUISANCE REQUIRED. THE HAZARDS AND NUISANCES SPECIFIED AND DEFINED IN THIS CODE SHALL BE ABATED, EITHER BY ACTION OF THE OWNER OR BY THE ACTION OF THE CITY COUNCIL UNDER THE PROVISIONS OF SECTION 11.4 OF THE CITY CHARTER.**

**Uncorrected SEC. 14-33. - PRESENTATION OF RECOMMENDATION TO COUNCIL. WHENEVER A CITY OFFICER IS MADE RESPONSIBLE FOR THE ABATEMENT OF A NUISANCE OR HAZARD BY PROVISIONS OF THIS CODE, HE SHALL PRESENT TO THE CITY COUNCIL HIS RECOMMENDATION THAT THE HAZARD OR NUISANCE BE DONE AWAY WITH.**

**INSPECTOR COMMENTS: PRESENTED TO COUNCIL FOR NUISANCE DECLARATION 7/20/2026. RESOLUTION #3683 ADOPTED PROVIDING 14 DAYS TO ABATE.**



## VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED

Result: Not Complied

Scheduled: Wednesday, 08 July 2026 08:30 AM

Completed: 07/10/2026

Scheduling Comment

DEADLINE TO PAY CIVIL INFRACTION FINE IS 7/7/2026.

ALSO, GARAGE HAS BEEN POSTED AS UNSAFE FOR OCCUPANCY. VERIFY NOBODY IS LIVING ON THIS PROPERTY. CAN DO WORK TO CLEAN UP PROPERTY TO BRING INTO COMPLIANCE WITH SOLID WASTE CODE. CAN'T BE WORKING TO CONVERT GARAGE UNLESS THEY HAVE PERMITS FROM COUNTY FOR THIS WORK (PLANS APPROVED BY BUILDING INSPECTOR?). THERE WAS A PERMIT POSTED ON THE GARAGE ON 6/25/2026 TO RECONNECT THE POWER, BUT NOTHING ELSE.

## OBSERVED VIOLATION Inspection | MARK HAWKINS

Status: COMPLETED

Result: Violation(s)

Scheduled: Wednesday, 01 July 2026 12:00 AM

Completed: 06/23/2026

## Violations:

**Uncorrected** HMC 6-63 USE AND OCCUPANCY PERMIT REQUIRED. IT SHALL HEREAFTER BE UNLAWFUL FOR ANY PERSON TO ENTER INTO THE USE OR OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF OR TO PERMIT OR SUFFER THE USE AND OCCUPANCY OF ANY STRUCTURE OR PORTION THEREOF LOCATED IN THE CITY WITHOUT HAVING FIRST OBTAINED A VALID USE AND OCCUPANCY PERMIT FROM THE CODE OFFICIAL, OR HIS DESIGNEE, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE. ANY PERSON WHO SHALL VIOLATE ANY PROVISION OF THIS SECTION SHALL, UPON A FINDING OF RESPONSIBILITY, BE CHARGEABLE WITH AND RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION PURSUANT TO CHAPTER 20 OF THE CODE OF THE CITY OF HILLSDALE AND ALL OTHER APPLICABLE ORDINANCE PROVISIONS OF THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE. UNDERSTANDING THAT A PERSON SEEKING USE AND OCCUPANCY FOR THEIR PRIMARY RESIDENCE WHICH THEY OWN AND IN WHICH THEY WILL RESIDE IS RESPONSIBLE FOR THEIR OWN WELLBEING, THE STRUCTURE OR PORTION THEREOF OCCUPIED BY THE CURRENT OWNER OF RECORD FOR WHICH THEY HAVE FILED AND BEEN GRANTED THE PRINCIPAL RESIDENCE EXEMPTION PURSUANT TO MCL 211.7CC SHALL BE EXEMPT FROM THIS PROVISION; PROVIDED, HOWEVER, THAT AN OWNER MAY OPT TO SEEK A PERMIT FOR USE AND OCCUPANCY OF THEIR PRIMARY RESIDENCE AT THEIR DISCRETION. (AMENDED EFFECTIVE APRIL 16, 2024).

INSPECTOR COMMENTS: 6/20/2026 GARAGE OCCUPIED AS RESIDENCE WITHOUT APPROVED BUILDING, PLUMBING, ELECTRICAL, MECHANICAL. PROPERTY OWNER PULLED ZONING PERMIT FOR CONVERSION OF GARAGE TO RESIDENCE BUT WAS ADVISED AT THE TIME THAT IT COULD NOT BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY HAD BEEN ISSUED BY THE COUNTY BUILDING OFFICIAL. VACATE IMMEDIATELY!  
7/28/2026 UNABLE TO DETERMINE IF GARAGE IS STILL OCCUPIED FROM STREET LEVEL INSPECTION.

**Uncorrected** HMC 36-005(A)(3) EACH DWELLING SHALL BE CONNECTED TO A PUBLIC SEWER AND WATER SUPPLY WHERE AVAILABLE, OR TO SUCH PRIVATE FACILITIES AS APPROVED BY THE HILLSDALE COUNTY HEALTH DEPARTMENT.

INSPECTOR COMMENTS: 6/23/2026 THE GARAGE DOES NOT PROVIDE WATER OR SANITARY SEWER SERVICE AS REQUIRED TO BE OCCUPIED AS A RESIDENCE. VACATE IMMEDIATELY!  
7/28/2026 UNABLE TO DETERMINE IF GARAGE IS STILL OCCUPIED FROM STREET LEVEL INSPECTION.

**Uncorrected** HMC 36- 5 DWELLINGS. NO PERSON SHALL USE, OCCUPY, OR PERMIT THE USE OR OCCUPANCY OF A STRUCTURE AS A SINGLE-FAMILY DWELLING OR DUPLEX WHICH DOES NOT COMPLY WITH DWELLING STANDARDS OF THIS SECTION, OR STANDARDS OF THE STATE, AND THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, WHICHEVER IS APPLICABLE, WITHIN ANY DISTRICT, EXCEPT IN A DESIGNATED MOBILE HOME PARK AND EXCEPT AS HEREINAFTER PROVIDED.

INSPECTOR COMMENTS: 6/23/2026 GARAGE DOES NOT MEET THE MINIMUM STANDARDS FOR A DWELLING - VACATE IMMEDIATELY!  
7/28/2026 UNABLE TO DETERMINE IF GARAGE IS STILL OCCUPIED FROM STREET LEVEL INSPECTION.

**Uncorrected** 108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY. A STRUCTURE IS UNFIT FOR HUMAN OCCUPANCY WHENEVER THE CODE OFFICIAL FINDS THAT SUCH STRUCTURE IS UNSAFE, UNLAWFUL OR, BECAUSE OF THE DEGREE TO WHICH THE STRUCTURE IS IN DISREPAIR OR LACKS MAINTENANCE, IS INSANITARY, VERMIN OR RAT INFESTED, CONTAINS FILTH AND CONTAMINATION, OR LACKS VENTILATION, ILLUMINATION, SANITARY OR HEATING FACILITIES OR OTHER ESSENTIAL EQUIPMENT REQUIRED BY THIS CODE, OR BECAUSE THE LOCATION OF THE STRUCTURE CONSTITUTES A HAZARD TO THE OCCUPANTS OF THE STRUCTURE OR TO THE PUBLIC.

INSPECTOR COMMENTS: 6/23/2026 PROPERTY OWNER PREVIOUSLY ASKED AND WAS ADVISED THAT THE GARAGE LACKS VENTILATION, ILLUMINATION, SANITARY, AND HEATING FACILITIES AND OTHER ESSENTIAL EQUIPMENT REQUIRED BY CODE IN ORDER TO BE OCCUPIED AS A RESIDENCE. VACATE IMMEDIATELY! (PLACARD POSTED 6/25/2026)  
7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS.  
7/28/2026 UNABLE TO DETERMINE IF GARAGE IS STILL OCCUPIED FROM STREET LEVEL INSPECTION.

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Uncorrected   | <p><b>302.8 MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO INOPERATIVE OR UNLICENSED MOTOR VEHICLE SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES UNLESS COMPLETELY ENCLOSED WITHIN A GARAGE OR SIMILAR ENCLOSED AREA DESIGNED AND APPROVED FOR SUCH PURPOSE.</b></p> <p><b>INSPECTOR COMMENTS: 6/23/2026 REMOVE INOPERABLE MOTOR HOME FROM PROPERTY WITHIN 30 DAYS. 7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS. 7/28/2026 NO CHANGE.</b></p>                                                                                                                                                    |
| Uncorrected   | <p><b>302.1 SANITATION. ALL EXTERIOR PROPERTY AND PREMISES SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION. THE OCCUPANT SHALL KEEP THAT PART OF THE EXTERIOR PROPERTY WHICH SUCH OCCUPANT OCCUPIES OR CONTROLS IN A CLEAN AND SANITARY CONDITION.</b></p> <p><b>INSPECTOR COMMENTS: 6/23/2026 REMOVE ALL GARBAGE FROM EXTERIOR PROPERTY AREA AND PREMISES WITHIN 30 DAYS. 7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS. 7/28/2026 NO CHANGE.</b></p>                                                                                                                                                                                                                                                |
| Uncorrected   | <p><b>308.1 ACCUMULATION OF SOLID WASTE. ALL EXTERIOR PROPERTY AND PREMISES, AND THE INTERIOR OF EVERY STRUCTURE, SHALL BE FREE FROM ANY ACCUMULATION OF SOLID WASTE.</b></p> <p><b>INSPECTOR COMMENTS: 6/23/2026 REMOVE ALL GARBAGE FROM EXTERIOR PROPERTY AREA AND PREMISES WITHIN 30 DAYS. 7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS. 7/28/2026 NO CHANGE.</b></p>                                                                                                                                                                                                                                                                                                                                         |
| Uncorrected   | <p><b>302.5 RODENT HARBORAGE. ALL STRUCTURES AND EXTERIOR PROPERTY SHALL BE KEPT FREE FROM RODENT HARBORAGE AND INFESTATION. WHERE RODENTS ARE FOUND, THEY SHALL BE PROMPTLY EXTERMINATED BY APPROVED PROCESSES WHICH WILL NOT BE INJURIOUS TO HUMAN HEALTH. AFTER PEST ELIMINATION, PROPER PRECAUTIONS SHALL BE TAKEN TO ELIMINATE RODENT HARBORAGE AND PREVENT RE-INFESTATION.</b></p> <p><b>INSPECTOR COMMENTS: 6/23/2026 REMOVE ALL GARBAGE FROM EXTERIOR PROPERTY AREA AND PREMISES WITHIN 30 DAYS.</b></p>                                                                                                                                                                                                                                                                         |
| Uncorrected   | <p><b>108.5 PROHIBITED OCCUPANCY. ANY OCCUPIED STRUCTURE CONDEMNED AND PLACARDED BY THE CODE OFFICIAL SHALL BE VACATED AS ORDERED BY THE CODE OFFICIAL. ANY PERSON WHO SHALL OCCUPY A PLACARDED PREMISES OR SHALL OPERATE PLACARDED EQUIPMENT, AND ANY OWNER OR ANY PERSON RESPONSIBLE FOR THE PREMISES WHO SHALL LET ANYONE OCCUPY A PLACARDED PREMISES OR OPERATE PLACARDED EQUIPMENT SHALL BE LIABLE FOR THE PENALTIES PROVIDED BY THIS CODE.</b></p> <p><b>INSPECTOR COMMENTS: HOUSE CONDEMNED 3/30/2026; GARAGE CONDEMNED 6/23/2026 (FOR USE AS A RESIDENCE). 7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS. 7/28/2026 UNABLE TO DETERMINE IF GARAGE IS STILL OCCUPIED FROM STREET LEVEL INSPECTION.</b></p> |
| FIRE          | PER V/M FROM FD THERE WAS AN "INCIDENT" AT THIS LOCATION OVER THE WEEKEND. I WILL GET MORE INFORMATION FOR THE FILE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| POSTED UNSAFE | CHEIF JOSWIAK, LT PRATT AND I PHYSICALLY SERVED NOTICE TO MR WYATT AND POSTED THE STRUCTURE AS UNSAFE FOR OCCUPANCY 6/25/2026. OBSERVED AT LEAST 2 PEOPLE LIVING IN THE GARAGE WHO STATED THAT THEY HAD NO PLACE ELSE TO GO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED Result: Not Complied

Scheduled: Monday, 08 June 2026 12:00 AM Completed: 06/10/2026

NEXT STEPS

1. ISSUE TICKET FOR UNRESOLVED VIOLATION
2. PREPARE COUNCIL PACKET TO SCHEDULE A PUBLIC HEARING TO DECLARE PROPERTY A NUISANCE AND PROVIDE DEADLINE FOR CORRECTION
3. IF NOT IN COMPLIANCE BY DEADLINE PREPARE COUNCIL RESOLUTION FOR CITY TO ABATE NUISANCE
4. CONTACT TOTAL ENVIRONMENTAL TO DO ASBESTOS SURVEY (IF SAFE TO DO SO)
5. PREPARE BID PACKET AND HAVE CONTRACT APPROVED BY COUNCIL FOR DEMOLITION

VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED Result: Violation(s)

Scheduled: Thursday, 28 May 2026 12:00 AM Completed: 05/07/2026

Violations:

**Uncorrected** 301.3 VACANT STRUCTURES AND LAND. ALL VACANT STRUCTURES AND PREMISES THEREOF OR VACANT LAND SHALL BE MAINTAINED IN A CLEAN, SAFE, SECURE AND SANITARY CONDITION AS PROVIDED HEREIN SO AS NOT TO CAUSE A BLIGHTING PROBLEM OR ADVERSELY AFFECT THE PUBLIC HEALTH OR SAFETY.

**INSPECTOR COMMENTS:** 5/7/2026 CITY OFFICIALS HAD TO SECURE THE WINDOWS, DOORS, AND OTHER MEANS OF ENTRY TO THE BUILDING AFTER THE HOMEOWNER CALLED TO ADVISE THAT THERE HAVE BEEN BREAK INS RECENTLY.

5/12/2026 FRONT DOOR IS NOW COMPLETELY MISSING FROM THE HOUSE.

6/23/2026 NOT CORRECTED.

7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS.

7/28/2026 NO CHANGE.

**Uncorrected** 304.15 DOORS. ALL EXTERIOR DOORS, DOOR ASSEMBLIES, OPERATOR SYSTEMS IF PROVIDED, AND HARDWARE SHALL BE MAINTAINED IN GOOD CONDITION. LOCKS AT ALL ENTRANCES TO DWELLING UNITS AND SLEEPING UNITS SHALL TIGHTLY SECURE THE DOOR. LOCKS ON MEANS OF EGRESS DOORS SHALL BE IN ACCORDANCE WITH SECTION 702.3.

**INSPECTOR COMMENTS:** 5/12/2026 FRONT DOOR IS NOW COMPLETELY MISSING FROM THE HOUSE.

6/23/2026 NOT CORRECTED.

7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS.

7/28/2026 NO CHANGE.

VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED

Result: No Change

**Scheduled:** Thursday, 30 April 2026 12:00 AM

Completed: 04/30/2026

MICHIGAN GAS

FROM: BELDING, CRYSTAL K <CRYSTAL.BELDING@MICHIGANGASUTILITIES.COM>

SENT: THURSDAY, APRIL 9, 2026 3:03 PM

TO: KIM THOMAS <KTHOMAS@CITYOFHILLSDALE.ORG>

SUBJECT: RE: DISCONNECTION OF UTILITIES - 64 SPRING ST

HI KIM ~ 64 SPRING ST HILLSDALE – GAS SERVICE WAS RETIRED AT THE MAIN TODAY 4/9/26.

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS, THANK YOU!

CRYSTAL BELDING

SR. OPERATIONS SPECIALIST – COLDWATER

MICHIGAN GAS UTILITIES

517-278-3509

CRYSTAL.BELDING@MICHIGANGASUTILITIES.COM

OBSERVED VIOLATION Inspection | NICOLE LEROUX

Status: COMPLETED

Result: Violation(s)

**Scheduled:** Thursday, 26 March 2026 10:00 AM

Completed: 03/26/2026

**Violations:**

**Uncorrected** 108.1.5 DANGEROUS STRUCTURE OR PREMISES. FOR THE PURPOSE OF THIS CODE, ANY STRUCTURE OR PREMISES THAT HAS ANY OR ALL OF THE CONDITIONS OR DEFECTS DESCRIBED BELOW SHALL BE CONSIDERED DANGEROUS:  
3. ANY PORTION OF A BUILDING, STRUCTURE OR APPURTENANCE THAT HAS BEEN DAMAGED BY FIRE, EARTHQUAKE, WIND, FLOOD, DETERIORATION, NEGLECT, ABANDONMENT, VANDALISM OR BY ANY OTHER CAUSE TO SUCH AN EXTENT THAT IT IS LIKELY TO PARTIALLY OR COMPLETELY COLLAPSE, OR TO BECOME DETACHED OR DISLODGED.

**INSPECTOR COMMENTS:** STRUCTURE FIRE ON 03/25/2026. TOTAL LOSS PER FIRE DEPT. 3/30/2026 DEMOLISH WITHIN 30 DAYS (BY 4/29/2026).

6/23/2026 PROPERTY OWNER HAS MADE NO EFFORT TO DEMOLISH THE FIRE DAMAGED STRUCTURE. CIVIL INFRACTION NOTICE OF VIOLATION ISSUED. FINE NOT PAID BY DEADLINE, VIOLATION NOT RESOLVED, CITATION ISSUED 7/10/2026.

7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS.

7/28/2026 NO CHANGE.

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**Corrected** 108.2.1 AUTHORITY TO DISCONNECT SERVICE UTILITIES. THE CODE OFFICIAL SHALL HAVE THE AUTHORITY TO AUTHORIZE DIS- CONNECTION OF UTILITY SERVICE TO THE BUILDING, STRUCTURE OR SYSTEM REGULATED BY THIS CODE AND THE REFERENCED CODES AND STANDARDS SET FORTH IN SECTION 102.7 IN CASE OF EMERGENCY WHERE NECESSARY TO ELIMINATE AN IMMEDIATE HAZARD TO LIFE OR PROPERTY OR WHEN SUCH UTILITY CONNECTION HAS BEEN MADE WITHOUT APPROVAL. THE CODE OFFICIAL SHALL NOTIFY THE SERVING UTILITY AND, WHENEVER POSSIBLE, THE OWNER AND OCCUPANT OF THE BUILDING, STRUCTURE OR SERVICE SYSTEM OF THE DECISION TO DISCONNECT PRIOR TO TAKING SUCH ACTION. IF NOT NOTIFIED PRIOR TO DISCONNECTION THE OWNER OR OCCUPANT OF THE BUILDING, STRUCTURE OR SERVICE SYSTEM SHALL BE NOTIFIED IN WRITING AS SOON AS PRACTICAL THEREAFTER.

**INSPECTOR COMMENTS:** EMAILED DISCONNECTION REQUEST TO BPU & MICHIGAN GAS 4/2/2026. MICHIGAN GAS AND BPU HAVE VERIFIED ALL UTILITIES DISCONNECTED FROM HOUSE.

**Uncorrected** 110.1 DEMOLITION - GENERAL. THE CODE OFFICIAL SHALL ORDER THE OWNER OF ANY PREMISES UPON WHICH IS LOCATED ANY STRUCTURE, WHICH IN THE CODE OFFICIAL JUDGMENT AFTER REVIEW IS SO DETERIORATED OR DILAPIDATED OR HAS BECOME SO OUT OF REPAIR AS TO BE DANGEROUS, UNSAFE, INSANITARY OR OTHERWISE UNFIT FOR HUMAN HABITATION OR OCCUPANCY, AND SUCH THAT IT IS UNREASONABLE TO REPAIR THE STRUCTURE, TO DEMOLISH AND REMOVE SUCH STRUCTURE; OR IF SUCH STRUCTURE IS CAPABLE OF BEING MADE SAFE BY REPAIRS, TO REPAIR AND MAKE SAFE AND SANITARY, OR TO BOARD UP AND HOLD FOR FUTURE REPAIR OR TO DEMOLISH AND REMOVE AT THE OWNER 'S OPTION; OR WHERE THERE HAS BEEN A CESSATION OF NORMAL CONSTRUCTION OF ANY STRUCTURE FOR A PERIOD OF MORE THAN TWO YEARS, THE CODE OFFICIAL SHALL ORDER THE OWNER TO DEMOLISH AND REMOVE SUCH STRUCTURE, OR BOARD UP UNTIL FUTURE REPAIR. BOARDING THE BUILDING UP FOR FUTURE REPAIR SHALL NOT EXTEND BEYOND ONE YEAR, UNLESS APPROVED BY THE BUILDING OFFICIAL.

**INSPECTOR COMMENTS:** 3/30/2026 THIS STRUCTURE IS ORDERED DEMOLISHED WITHIN 30 DAYS.  
6/23/2026 OWNER HAS NOT MADE ANY EFFORT TO DEMOLISH THE FIRE DAMAGED STRUCTURE.  
7/20/2026 COUNCIL RESOLUTION ADOPTED DECLARING PROPERTY A HAZARD AND NUISANCE AND ORDERING CORRECTION WITHIN 14 DAYS.  
7/28/2026 NO CHANGE.

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006-227-252-03

64 SPRING ST

2026-07-28\_5



006-227-252-03

64 SPRING ST

2026-07-28\_4



006-227-252-03

64 SPRING ST

2026-07-28\_3



006-227-252-03

64 SPRING ST

2026-07-28\_2





006-227-252-03

64 SPRING ST

2026-07-28 1



006-227-252-03

64 SPRING ST

2026-07-28

# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** August 3, 2026

**Agenda Item:** New Business

**SUBJECT:** Declaration of [Nuisance](#), Chapter 14, Article II, Hillsdale Code of Ordinances – 54 Westwood St

### **BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor/Code Official)**

The Code Enforcement Department has observed and received multiple complaints for garbage, construction without permits, and illegal parking on and around the property addressed as 54 Westwood Street (located on the southeast corner of the intersection with Rippon Avenue). The property owner has been issued multiple notices and multiple civil infractions have been issued by our department and City Police. The most recent civil infraction issued by our department was heard in district court and a judgment was issued May 5, 2026 finding the property owner guilty of 4 separate infractions, levying fines, and ordering the property to be brought into compliance within 14 days. The only violation that has been corrected since that judgment was issued was for construction of a porch without a zoning compliance permit.

#### **Sec. 14-31. Generally.**

Whatever annoys, injures, or endangers the safety, health, comfort, or repose of the public; offends public decency; interferes with, obstructs or renders dangerous any street, highway, navigable lake, or stream; or in any way renders the public insecure in life or property is declared to be a public nuisance. Public nuisances shall include, but not be limited to, whatever is forbidden by any provisions of this article. No person shall commit, create, or maintain any nuisance.

(Code 1979, § 8.08.010)

#### **Sec. 14-32. Abatement of nuisance required.**

The hazards and nuisances specified and defined in this Code shall be abated, either by action of the owner or by the action of the city council under the provisions of section 11.4 of the city Charter.

(Code 1979, § 8.08.020)

**Sec. 14-33. Presentation of recommendation to council.** Whenever a city officer is made responsible for the abatement of a nuisance or hazard by provisions of this Code, he shall present to the city council his recommendation that the hazard or nuisance be done away with.

(Code 1979, § 8.08.030)

**Sec. 14-34. Recommendation for abatement of nuisance; action by council; notice.**

Whenever a recommendation has been presented to the city council in accordance with the provisions of section 14-33, the council shall immediately accept or reject such recommendation. If, in the opinion of the council, a public hazard or nuisance which is dangerous to the health or safety of the inhabitants of the city exists, the council shall issue an order to the owner of the offending premises specifying the nature of the nuisance or hazard and requiring such owner to abate the hazard or nuisance promptly and within a time commensurate with the nature of the hazard or nuisance.

(Code 1979, § 8.08.040)

**Sec. 14-35. Notice; noncompliance; abatement ordered.**

If, at the expiration of the time limit as set forth in the notice pursuant to section 14-34, the owner of the premises has not complied with the requirements as set forth in the notice, or in any case where the owner of the premises is not known, the council may order such hazard or nuisance abated by the proper department or agency of the city which is qualified to do the work required or may do the work by contract or by hire.

(Code 1979, § 8.08.050)

**Sec. 14-36. Abatement costs; assessment and collection.**

The cost of the removal of the hazard or nuisance shall be assessed upon the property upon which such hazard or nuisance was located and shall constitute a lien upon such property. This assessment shall be collected at the same time as are the regular city property taxes, if unpaid, and shall be subject to the same penalties as are levied for unpaid property taxes.

(Code 1979, § 8.08.060)

**RECOMMENDATION:**

The Code Official is recommending that the attached resolution be adopted declaring the property referenced a nuisance and directing the department to issue a notice of same to the property owner with the specified deadline to bring the property into compliance with the referenced codes. The Code Official will then report back to Council as to the compliance or non-compliance with the order at the expiration of the deadline.



CITY OF HILLSDALE, MICHIGAN

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

**A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that: the lot located at 54 WESTWOOD ST within the City of Hillsdale, Michigan and structures situated thereon are a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said lot and structures, in violation of Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance; condemning the residential structure situated on the property; and ordering the abatement of the public nuisance created by the dangerous lot and structures.**

WHEREAS the City has received a report from the Code Official dated July 28, 2026, indicating that the lot located at 54 WESTWOOD ST within the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous for the reasons set forth in the report of the Code Official; and

WHEREAS the owner of the property was provided with a copy of the report of the Code Official along with a Notice of Violation issued by the Code Official dated February 10, 2026, giving notice to the owner of the property that the property was not in compliance with the requirements of applicable provisions of the Hillsdale Municipal Code regarding the maintenance of the property and the structures located thereon; and

WHEREAS the owner of the property failed to bring the property and the structures situated thereon into compliance with the requirements of the applicable Ordinances within the times provided in the Notices issued by the Code Official; and

WHEREAS the City Council has reviewed and considered the report and recommendation of the Code Official at the regular meeting of the City Council on August 3, 2026, pursuant to Sections 14-32 through 14-34 of the Hillsdale Municipal Code and Section 11.4 of the Hillsdale City Charter.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined, for the reasons set forth in the report of the Code Official dated July 28, 2026, a copy of which report is attached to this Resolution and incorporated herein by reference, that the property located at 54 WESTWOOD ST in the City of Hillsdale, Michigan is not being maintained in a clean, safe, secure, and sanitary condition, and that the structures located thereon are unsafe and dangerous and thereby constitute a public hazard or nuisance which is dangerous to the health or safety of the residents of the City or of those residing or habitually going near said property and structures, in violation of Section 11.4 of the Hillsdale City Charter and Section 14.31 of the Hillsdale Municipal Code and otherwise in violation of applicable City ordinance.

IT IS FURTHER RESOLVED that the Code Official for the City is hereby directed to give notice to the owner of the property located at 54 WESTWOOD ST of the determination of the City Council, said notice to include a duly executed copy of this Resolution along with a copy of the

attached report of the Code Official, with said notice further ordering the property owner to alter, repair, tear down, remove, or otherwise abate the public hazard or nuisance from the property within fourteen (14) days of the date of the notice so as to remedy the unsafe and dangerous conditions identified in the report of the Code Official, with the notice to further provide that if the specified work required to abate the public hazard or nuisance as identified in the report of the Code Official is not completed within said fourteen (14) day period, the Code Official or the Code Official's designated representative is ordered, in consultation with the City Attorney's Office, to take such steps as are necessary to carry out the requirements of the notice and charge the costs thereof against the property in accordance with the provisions of Sections 11.4 of the Hillsdale City Charter and Sections 14-35 and 14-36 of the Hillsdale Municipal Code.

ADOPTED IN OPEN COUNCIL MEETING THIS 3<sup>rd</sup> Day of August, 2026.

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Scott M. Sessions, Mayor

---

Katy Price, City Clerk



## CITY OF HILLSDALE

97 N Broad St  
Hillsdale, MI 49242  
(517)437-6455  
Fax (517)437-6448  
[codeenforcement@cityofhillsdale.org](mailto:codeenforcement@cityofhillsdale.org)

### Code Enforcement

#### Responsible Person(s)

*Owner of Record:*

MALINCHOK, WILLIAM WAUKEEN  
54 WESTWOOD ST  
HILLSDALE, MI 49242

#### IPMC Notice of Violation

This is a notice of violation and order for correction under Section 107 of the International Property Maintenance Code as adopted by the City of Hillsdale.

**Notice Date:** 07/28/2026  
**Property Address:** 54 WESTWOOD ST  
**Enforcement Number:** E2020-0012  
**Inspection Date:** 07/28/2026  
**Type of Inspection:** VERIFY CORRECTED BY OWNER  
**Inspection Result:** Violation(s)  
**Unresolved Violations:**

- 102.5 WORKMANSHIP. REPAIRS, MAINTENANCE WORK, ALTERATIONS OR INSTALLATIONS WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY THE ENFORCEMENT OF THIS CODE SHALL BE EXECUTED AND INSTALLED IN A WORKMANLIKE MANNER AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER S INSTRUCTIONS.
  - INSPECTOR COMMENTS: PORCH CONSTRUCTION AND OTHER ALTERATIONS STARTED WITHOUT ZONING COMPLIANCE OR BUILDING PERMITS. ZONING PERMIT WAS ISSUED RETROACTIVELY IN MAY FOR PORCH ONLY, BUT NO RECORD OF ANY CURRENT BUILDING PERMITS ISSUED AS OF 7/28/2026.
- 302.1 SANITATION. ALL EXTERIOR PROPERTY AND PREMISES SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION. THE OCCUPANT SHALL KEEP THAT PART OF THE EXTERIOR PROPERTY WHICH SUCH OCCUPANT OCCUPIES OR CONTROLS IN A CLEAN AND SANITARY CONDITION.
  - INSPECTOR COMMENTS: 1/14/2020 REMOVE ACCUMULATED JUNK AND INOPERABLE VEHICLES FROM PROPERTY IMMEDIATELY ESPECIALLY THE BACK YARD.
  - 9/6/2022 CAR AND DEBRIS TARPED IN WEST FRONT YARD, BEHIND HOUSE IN SOUTH SIDE YARD. VISIBLE DEBRIS BEHIND (UNDER) NEW FENCE.

- 4/29/2025 CONSTRUCTION DEBRIS, OLD TIRES, YARD AND GENERAL RUBBISH COLLECTION OUT OF CONTROL.
- 6/24/2026 NOT CORRECTED. COMPARISON OF CURRENT AND OLDER PICTURES SHOW ACCUMULATION HAS BECOME WORSE OVER TIME.
- 7/28/2026 NOT CORRECTED.
- 302.3 SIDEWALKS AND DRIVEWAYS. ALL SIDEWALKS, WALKWAYS, STAIRS, DRIVEWAYS, PARKING SPACES AND SIMILAR AREAS SHALL BE KEPT IN A PROPER STATE OF REPAIR, AND MAINTAINED FREE FROM HAZARDOUS CONDITIONS.
- 302.5 RODENT HARBORAGE. ALL STRUCTURES AND EXTERIOR PROPERTY SHALL BE KEPT FREE FROM RODENT HARBORAGE AND INFESTATION. WHERE RODENTS ARE FOUND, THEY SHALL BE PROMPTLY EXTERMINATED BY APPROVED PROCESSES WHICH WILL NOT BE INJURIOUS TO HUMAN HEALTH. AFTER PEST ELIMINATION, PROPER PRECAUTIONS SHALL BE TAKEN TO ELIMINATE RODENT HARBORAGE AND PREVENT RE-INFESTATION.
- 302.8 MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO INOPERATIVE OR UNLICENSED MOTOR VEHICLE SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES UNLESS COMPLETELY ENCLOSED WITHIN A GARAGE OR SIMILAR ENCLOSED AREA DESIGNED AND APPROVED FOR SUCH PURPOSE.
  - 302.8.1 MAINTENANCE OR REPAIR OF MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO MOTOR VEHICLE, WHETHER INOPERATIVE OR OPERATIVE, LICENSED OR UNLICENSED, SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES IN A STATE OF MAJOR DISASSEMBLY, DISREPAIR OR WHILE IN THE PROCESS OF BEING STRIPPED OR DISMANTLED, WHETHER IN CONNECTION WITH BODY WORK, REBUILDING, RESTORATION OR OTHERWISE UNLESS ALL OF SUCH WORK IS PERFORMED INSIDE A COMPLETELY ENCLOSED GARAGE OR SIMILAR ENCLOSED STRUCTURE DESIGNED AND APPROVED FOR SUCH PURPOSE.
- 308.1 ACCUMULATION OF SOLID WASTE. ALL EXTERIOR PROPERTY AND PREMISES, AND THE INTERIOR OF EVERY STRUCTURE, SHALL BE FREE FROM ANY ACCUMULATION OF SOLID WASTE.
  - INSPECTOR COMMENTS: 1/14/2020 PROPERLY DISPOSE OF SOLID WASTE IN SIDE YARD.
  - 7/25/2024 PROPERLY DISPOSE OF SOLID WASTE IN REAR YARD.
  - 6/24/2026 TRAILER FULL OF GARBAGE PARKED ON CURB ON WESTWOOD ST SIDE OF HOUSE. 2ND TRAILER ATTACHED TO PICKUP TRUCK, BOTH FULL OF GARBAGE PARKED ON RIPPON AVE ACROSS THE STREET IN FRONT OF HOUSE. INOPERABLE PICKUP FULL OF GARBAGE PARKED ON SIDEWALK/TERRACE ON RIPPON AVE SIDE OF HOUSE. EXTENSIVE ACCUMULATION OF DISCARDED BUILDING

MATERIALS, PALLETS, AND OTHER REFUSE VISIBLE FROM RIPPON NEXT TO HOUSE AND BEHIND FENCE IN REAR YARD.

- 7/28/2026 NOT CORRECTED.

**Other Codes in Violation:**

Chapter 30 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

- HMC 30-32 PROHIBITED USES & ACTIVITIES. IT IS UNLAWFUL FOR ANY PERSON TO PERFORM OR OTHERWISE UNDERTAKE ANY USE IN, UNDER, OVER OR UPON ANY STREET EXCEPT UNDER THE CONDITIONS AND IN THE MANNER PERMITTED IN THIS ARTICLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE DEEMED TO PROHIBIT SUCH TEMPORARY USES AS ARE INCIDENTAL TO THE EXPEDITIOUS DELIVERY OR REMOVAL OF TANGIBLE ITEMS OF PERSONAL PROPERTY TO OR FROM PREMISES ABUTTING ANY SUCH STREET, NOR TO THE OPERATION OR PARKING OF VEHICLES WITHIN THE STREET WHERE OTHERWISE NOT PROHIBITED, NOR TO THE USE OF SUCH STREETS BY PEDESTRIANS OR OTHER TYPES OF TRAFFIC SO LONG AS SUCH ACTIVITIES ARE OTHERWISE LAWFUL.
  - INSPECTOR COMMENTS: 5/31/2024 ITEMS STORED ON PARKWAY BETWEEN SIDEWALK AND CURB. TRUCK AND TRAILER PARKED HALFWAY ON GRASS OVER CURB. REMOVE SCAP WOOD AND OTHER SOLID WASTE FROM CITY RIGHT-OF-WAY IMMEDIATELY AND DIPPOSE OF PROPERLY.
  - 9/27/2024 STILL PARKING TRAILER IN R/W BETWEEN SIDEWALK AND CURB.
  - 6/24/2026 STILL PARKING TRUCK IN R/W OVER SIDEWALK & TERRACE. STILL PARKING TRAILER ON TOP OF THE CURB (WESTWOOD ST SIDE).
  - 7/28/2026 NOT CORRECTED. MULTIPLE VEHICLES FILLED WITH GARABAGE STORED IN RIGHT-OF-WAY.

Chapter 36 Zoning

- HMC 36-034(A)(1) REQUIREMENTS: NO BUILDING OR STRUCTURE, OR PART THEREOF, SHALL HEREAFTER BE LOCATED, ERECTED, CONSTRUCTED, RECONSTRUCTED, CONVERTED, ENLARGED OR MOVED; NOR SHALL ANY CHANGE BE MADE IN THE USE OF ANY BUILDING, STRUCTURE, OR LAND WITHOUT A ZONING COMPLIANCE PERMIT HAVING BEEN OBTAINED FROM THE ZONING ADMINISTRATOR FOR SUCH BUILDING, STRUCTURE, OR LAND.
  - INSPECTOR COMMENTS: 8/31/2022 PRIVACY FENCE INSTALLED WITHOUT PERMIT.
  - 9/6/2022 HAS NOT BEEN REMOVED, NO PERMIT APPLICATION RECEIVED.
  - 7/25/2024 SUBMIT PERMIT APPLICATION WITH FEE IMMEDIATELY OR REMOVE EXISTING PRIVACY FENCE FROM PROPERTY.
  - 6/24/2026 SUBMITTED APPLICATION FOR PORCH WITH PERGOLA

- STARTED WITHOUT PERMIT, BUT DID NOT INCLUDE FENCE.
- 7/28/2026 STILL NO PERMIT APPLICATION SUBMITTED FOR FENCE. WAS NOT CONSTRUCTED IN CONFORMANCE WITH HEIGHT AND VISIBILITY REQUIREMENTS ON RIPPON SIDE OF PROPERTY.
  - HMC 36-593 PARKING - SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS. RESIDENTIAL OFF-STREET PARKING SPACES FOR SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS SHALL CONSIST OF A PARKING STRIP, DRIVEWAY, GARAGE, OR COMBINATION THEREOF, AND SHALL BE LOCATED ON THE PREMISES THEY ARE INTENDED TO SERVE, AND SUBJECT TO THE PROVISIONS OF 36-431, UNLESS OTHERWISE PROVIDED IN THIS DIVISION. NO PARKING SHALL BE PERMITTED IN THE FRONT YARD AHEAD OF THE REQUIRED SETBACK LINE EXCEPT ON A DRIVEWAY WHICH LEADS TO AN APPROVED PARKING SPACE.
    - INSPECTOR COMMENTS: 1/14/2020 NO PARKING ALLOWED ON THE CITY SIDEWALK OR THE AREA BETWEEN THE SIDEWALK AND THE STREET.
    - 6/24/2026 STILL IN VIOLATION. PICKUP WITH HOOD LIFTED PARKED ON SIDEWALK/TERRACE ON RIPPON AVE SIDE OF HOUSE.
    - 7/28/2026 NOT CORRECTED, TRAILERS PARKED ON SIDEWALK/TERRACE AND IN FRONT YARD SETBACK ON BOTH RIPPON & WESTWOOD STREETS.
  - HMC 36-681 OBSCURING WALLS & FENCES - REQUIREMENTS. ALL FENCES, WALLS, AND LANDSCAPE BERMS OF ANY NATURE, TYPE OR DESCRIPTION LOCATED IN THE CITY OF HILLSDALE MUST CONFORM TO THE FOLLOWING REGULATIONS:
    - (1) APPROVAL REQUIRED. THE ERECTION, CONSTRUCTION OR ALTERATION OF ANY FENCE, WALL OR OTHER TYPE OF PROTECTIVE BARRIER MUST BE APPROVED BY THE ZONING ADMINISTRATOR (OR DESIGNEE) AS TO CONFORMANCE WITH THE REQUIREMENTS OF THE ZONING DISTRICT AND THIS SECTION.
    - (2) GENERAL FENCE, WALL, AND LANDSCAPE BERM STANDARDS.
      - A. FENCE WALL, OR LANDSCAPE BERM HEIGHT MEASUREMENT. THE HEIGHT OF A FENCE, WALL, OR LANDSCAPE BERM WILL BE MEASURED USING THE FOLLOWING METHOD:
        - 1. THE PERMITTED HEIGHT OF ALL FENCES, WALLS, AND LANDSCAPE BERMS WILL BE MEASURED FROM THE FINISHED GRADE ADJACENT TO THE FENCE, WALL, OR BERM, AS DETERMINED BY THE ZONING ADMINISTRATOR (OR DESIGNEE).
        - C. VISIBILITY AT INTERSECTIONS. ALL FENCES IN THE FRONT YARDS MUST COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE, VISIBILITY AT INTERSECTIONS.
          - (3) FENCES AND WALLS IN THE

RESIDENTIAL DISTRICTS AND  
MANUFACTURED HOUSING COMMUNITIES.

- C. FENCES AND WALLS LOCATED IN THE REQUIRED AND NON-ADDRESSED (SECONDARY) FRONT YARD OF A CORNER OR DOUBLE FRONTAGE LOT MUST BE SETBACK FROM THE PROPERTY LINE AS FOLLOWS, UNLESS OTHERWISE APPROVED BY THE ZONING ADMINISTRATOR (OR DESIGNEE):
  - 3. NO LESS THAN SIX FEET FOR FENCES AND WALLS UP TO SIX FEET IN HEIGHT.
- H. NO FENCES OR WALLS ARE PERMITTED WITHIN THE REQUIRED SITE CLEARANCE TRIANGLES. THE SAME SITE CLEARANCE TRIANGLE APPLIES TO SOLID FENCES ABUTTING DETACHED GARAGES LOCATED ON THE NON-ADDRESSED FRONTAGE OF A CORNER LOT, VISIBILITY AT INTERSECTIONS.
- (7) VISIBILITY AT INTERSECTIONS.
  - A. WHEN A DRIVEWAY INTERSECTS A PUBLIC RIGHT-OF-WAY OR WHEN THE SUBJECT PROPERTY ABUTS THE INTERSECTION OF PUBLIC RIGHTS-OF-WAY, ALL FENCES, WALLS, BERMS, HEDGES, SCREENS, STRUCTURES, PLANTINGS OR OTHER LANDSCAPING WITHIN THE SITE CLEARANCE TRIANGLE AREAS DESCRIBED BELOW MUST PERMIT UNOBSTRUCTED CROSS-VISIBILITY.
  - B. THE SITE CLEARANCE TRIANGLES REFERRED TO ABOVE ARE:
    - 1. THE AREA FORMED AT THE CORNER INTERSECTION OF A PUBLIC RIGHT-OF-WAY AND A DRIVEWAY, TWO SIDES OF THE TRIANGLE AREA BEING TEN FEET IN LENGTH MEASURED ALONG THE RIGHT-OF-WAY LINE AND ACCESS DRIVE LINE AND THE THIRD SIDE BEING A LINE CONNECTING THESE TWO SIDES.
- INSPECTOR COMMENTS: FENCE CONSTRUCTED WITHOUT PERMIT. ON RIPPON STREET SIDE DOES NOT MEET SETBACK OR SIGHT CLEARANCE REQUIREMENTS.

**Correction Order:** Correct the violations listed above or contact our office with a plan to abate the violations within 5 days (**by 08/03/2026**). The deadline for correction may be extended at the discretion of the inspector upon verification of reasonable progress.



**IPMC Section 111.1 Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. **Application forms for appeal are available from the code enforcement office or online at [www.cityofhillsdale.org](http://www.cityofhillsdale.org).**

**IPMC Section 106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction, and the violation shall be deemed a strict liability offense. If the notice of violation is not completely complied with, the code official is authorized and empowered to issue a municipal civil infraction citation and to institute appropriate action through the office of the city attorney to obtain an order from a court of competent jurisdiction in a proceeding at law or in equity to: authorize entry to inspect a building, structure, or premises; restrain, correct or abate such violation; require the removal or termination of the unlawful occupancy of the building, structure, or premises; or to stop an illegal act, conduct, business, or utilization of such building, structure, or premises. The costs associated with any action taken by the code official shall be charged against the real estate upon which the building, structure, or premises is located and shall be a lien upon such real estate.

**ZONING Sec. 36-40. Violations and penalties.**

Unless otherwise provided, any person, or anyone acting on behalf of a person, violating any of the provisions of this chapter shall be guilty of a municipal civil infraction under article II of chapter 20 of this Code. The imposition of any sentence shall not exempt the offender from compliance with the requirements of this chapter. Any person violating any provision of this chapter shall be deemed to have committed a separate municipal civil infraction for each day the violation continues. Violations shall be subject to injunctive relief and the payment of the following civil fines, or both:

- (1) Fifty dollars plus costs, for the first violation.
- (2) One hundred dollars plus costs, for the first repeated offense.
- (3) Two hundred dollars plus costs for the second repeated offense and each subsequent offense.

(Code 1979, § 17.60.010; Ord. No. 2023-01, 1-23-2023)

**ZONING Sec. 36-84. Appeal procedure.**

(a) An appeal may be taken to the board of appeals by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of the building inspector. Such appeal shall be taken within such time as shall be prescribed by the board of appeals, by general rule, by filing with the building inspector and with the board of appeals a notice of appeal, specifying the grounds thereof. The building inspector shall forthwith transmit to the board of appeals all of the papers constituting the record upon which the action appealed from was taken.

(b) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the board of appeals after the notice of appeal has been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property; in which case the proceedings shall not be stayed, otherwise than by a restraining order, which may be granted by the board of appeals or by a court of record on application, on notice to the building inspector, and on due course shown.

(c) The board shall select a reasonable time and place for the hearing of the appeal and give due notice thereof to the parties and shall render a decision on the appeal without unreasonable delay. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.

(d) A fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid to the secretary of the board of appeals at the time that notice of appeal is filed, which the secretary shall forthwith pay over to the city treasurer to the credit of the general fund of the city.

(Code 1979, § 17.56.040)



**Garbage/Solid Waste Enforcement | E2020-0012 54 WESTWOOD ST****Property Information**

006-227-255-01

**54 WESTWOOD ST**

Vacant? Y N Number of Units:

**Name Information**

Owner: MALINCHOK, WILLIAM WAUKEEN

Phone: (517) 932 8151

Agent or Owner:

Fax Number:

Please Print Name Provide Fax Number or Email Address to expedite notice

Email Address:

**Enforcement Information**

Date Filed: 1/14/2020 12:00:00 AM

All Deficiencies Corrected? Yes No

Complaint: GARBAGE/SOLID WASTE, UNLICENSED VEHICLES, FRONT YARD PARKING,  
4/13/22-PAID INFRACTION NOTICE H1362.

10/6/22-OWNER CONTACTED OFFICE TO SAY HE WOULD BE INDURING WEEK OF 10/10 TO SUBMIT PERMIT FOR FENCE.

3/30/23-NEW PRIVACY FENCE INSTALLED WITHOUT PERMIT AND IN VIOLATION OF ORDINANCE REQUIREMENTS

4/11/23 MET ON SITE WITH OWNER. GAVE HIM EXTENSION FORM AND FENCE PERMIT APPLICATION. TOLD HIM HE WOULD NEED TO  
SUBMIT BY NEXT WEEK.

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status: COMPLETED

Result: Violation(s)

**Scheduled: Monday, 27 July 2026 12:00 AM**

Completed: 07/28/2026

**Violations:**

- Uncorrected 302.8.1 MAINTENANCE OR REPAIR OF MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO MOTOR VEHICLE, WHETHER INOPERATIVE OR OPERATIVE, LICENSED OR UNLICENSED, SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES IN A STATE OF MAJOR DISASSEMBLY, DISREPAIR OR WHILE IN THE PROCESS OF BEING STRIPPED OR DISMANTLED, WHETHER IN CONNECTION WITH BODY WORK, REBUILDING, RESTORATION OR OTHERWISE UNLESS ALL OF SUCH WORK IS PERFORMED INSIDE A COMPLETELY ENCLOSED GARAGE OR SIMILAR ENCLOSED STRUCTURE DESIGNED AND APPROVED FOR SUCH PURPOSE.**
- Uncorrected 302.8 MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO INOPERATIVE OR UNLICENSED MOTOR VEHICLE SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES UNLESS COMPLETELY ENCLOSED WITHIN A GARAGE OR SIMILAR ENCLOSED AREA DESIGNED AND APPROVED FOR SUCH PURPOSE.**
- Uncorrected 302.5 RODENT HARBORAGE. ALL STRUCTURES AND EXTERIOR PROPERTY SHALL BE KEPT FREE FROM RODENT HARBORAGE AND INFESTATION. WHERE RODENTS ARE FOUND, THEY SHALL BE PROMPTLY EXTERMINATED BY APPROVED PROCESSES WHICH WILL NOT BE INJURIOUS TO HUMAN HEALTH. AFTER PEST ELIMINATION, PROPER PRECAUTIONS SHALL BE TAKEN TO ELIMINATE RODENT HARBORAGE AND PREVENT RE-INFESTATION.**

**Uncorrected HMC 36-681 OBSCURING WALLS & FENCES - REQUIREMENTS.**  
**ALL FENCES, WALLS, AND LANDSCAPE BERMS OF ANY NATURE, TYPE OR DESCRIPTION LOCATED IN THE CITY OF HILLSDALE MUST CONFORM TO THE FOLLOWING REGULATIONS:**  
**(1) APPROVAL REQUIRED. THE ERECTION, CONSTRUCTION OR ALTERATION OF ANY FENCE, WALL OR OTHER TYPE OF PROTECTIVE BARRIER MUST BE APPROVED BY THE ZONING ADMINISTRATOR (OR DESIGNEE) AS TO CONFORMANCE WITH THE REQUIREMENTS OF THE ZONING DISTRICT AND THIS SECTION.**  
**(2) GENERAL FENCE, WALL, AND LANDSCAPE BERM STANDARDS.**  
**A. FENCE WALL, OR LANDSCAPE BERM HEIGHT MEASUREMENT. THE HEIGHT OF A FENCE, WALL, OR LANDSCAPE BERM WILL BE MEASURED USING THE FOLLOWING METHOD:**  
**1. THE PERMITTED HEIGHT OF ALL FENCES, WALLS, AND LANDSCAPE BERMS WILL BE MEASURED FROM THE FINISHED GRADE ADJACENT TO THE FENCE, WALL, OR BERM, AS DETERMINED BY THE ZONING ADMINISTRATOR (OR DESIGNEE).**  
**C. VISIBILITY AT INTERSECTIONS. ALL FENCES IN THE FRONT YARDS MUST COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE, VISIBILITY AT INTERSECTIONS.**  
**(3) FENCES AND WALLS IN THE RESIDENTIAL DISTRICTS AND MANUFACTURED HOUSING COMMUNITIES.**  
**C. FENCES AND WALLS LOCATED IN THE REQUIRED AND NON-ADDRESSED (SECONDARY) FRONT YARD OF A CORNER OR DOUBLE FRONTAGE LOT MUST BE SETBACK FROM THE PROPERTY LINE AS FOLLOWS, UNLESS OTHERWISE APPROVED BY THE ZONING ADMINISTRATOR (OR DESIGNEE):**  
**3. NO LESS THAN SIX FEET FOR FENCES AND WALLS UP TO SIX FEET IN HEIGHT.**  
**H. NO FENCES OR WALLS ARE PERMITTED WITHIN THE REQUIRED SITE CLEARANCE TRIANGLES. THE SAME SITE CLEARANCE TRIANGLE APPLIES TO SOLID FENCES ABUTTING DETACHED GARAGES LOCATED ON THE NON-ADDRESSED FRONTAGE OF A CORNER LOT, VISIBILITY AT INTERSECTIONS.**

**(7) VISIBILITY AT INTERSECTIONS.**

**A. WHEN A DRIVEWAY INTERSECTS A PUBLIC RIGHT-OF-WAY OR WHEN THE SUBJECT PROPERTY ABUTS THE INTERSECTION OF PUBLIC RIGHTS-OF-WAY, ALL FENCES, WALLS, BERMS, HEDGES, SCREENS, STRUCTURES, PLANTINGS OR OTHER LANDSCAPING WITHIN THE SITE CLEARANCE TRIANGLE AREAS DESCRIBED BELOW MUST PERMIT UNOBSTRUCTED CROSS-VISIBILITY.**  
**B. THE SITE CLEARANCE TRIANGLES REFERRED TO ABOVE ARE:**  
**1. THE AREA FORMED AT THE CORNER INTERSECTION OF A PUBLIC RIGHT-OF-WAY AND A DRIVEWAY, TWO SIDES OF THE TRIANGLE AREA BEING TEN FEET IN LENGTH MEASURED ALONG THE RIGHT-OF-WAY LINE AND ACCESS DRIVE LINE AND THE THIRD SIDE BEING A LINE CONNECTING THESE TWO SIDES.**

**INSPECTOR COMMENTS: FENCE CONSTRUCTED WITHOUT PERMIT. ON RIPPON STREET SIDE DOES NOT MEET SETBACK OR SIGHT CLEARANCE REQUIREMENTS.**

**Uncorrected 302.3 SIDEWALKS AND DRIVEWAYS. ALL SIDEWALKS, WALKWAYS, STAIRS, DRIVEWAYS, PARKING SPACES AND SIMILAR AREAS SHALL BE KEPT IN A PROPER STATE OF REPAIR, AND MAINTAINED FREE FROM HAZARDOUS CONDITIONS.**

**Uncorrected 102.5 WORKMANSHIP. REPAIRS, MAINTENANCE WORK, ALTERATIONS OR INSTALLATIONS WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY THE ENFORCEMENT OF THIS CODE SHALL BE EXECUTED AND INSTALLED IN A WORKMANLIKE MANNER AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.**

**INSPECTOR COMMENTS: PORCH CONSTRUCTION AND OTHER ALTERATIONS STARTED WITHOUT ZONING COMPLIANCE OR BUILDING PERMITS. ZONING PERMIT WAS ISSUED RETROACTIVELY IN MAY FOR PORCH ONLY, BUT NO RECORD OF ANY CURRENT BUILDING PERMITS ISSUED AS OF 7/28/2026.**

**COMPLAINT** FROM: HILLSDALE NEIGHBOR <NEIGHBORHILLSDALE@GMAIL.COM>  
 SENT: MONDAY, JULY 20, 2026 4:27 PM  
 TO: CODEENFORCEMENT <CODEENFORCEMENT@CITYOFHILLSDALE.ORG>  
 SUBJECT: PUBLIC NUISANCE  
 CITY COUNCIL IS DISCUSSING DECLARING 64 SPRING STREET A PUBLIC NUISANCE AT THEIR NEXT MEETING.  
 WHAT IS THE PROCESS FOR THE CITY COUNCIL TO DISCUSS AND DECLARE OTHER PROPERTIES AS PUBLIC NUISANCES?

54 WESTWOOD (JUNK YARD, TRASH ALL OVER FRONT LAWN, UNDER CONSTRUCTION FOR 3YRS+)

VERIFY CORRECTED BY OWNER Inspection | OLIVIA SMITH

|                    |                                                                                                                                                                                                                                          |            |              |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| Status:            | COMPLETED                                                                                                                                                                                                                                | Result:    | Not Complied |
| Scheduled:         | Monday, 29 June 2026 12:00 AM                                                                                                                                                                                                            | Completed: | 07/21/2026   |
| Scheduling Comment | CONTACT COLDWATER TOWING, COORDINATE W/ PD TO TOW ANY VEHICLES PARKED IN R/W OUTSIDE OF APPROVED PARKING AREAS. IF ALL VEHICLES PARKED IN COMPLIANCE, COORDINATE W/ PD & DPS TO REMOVE FENCE PANELS BEYOND FRONT OF HOUSE (RIPPON SIDE). |            |              |

OBSERVED VIOLATION Inspection | Kimberly Thomas

|            |                                  |            |                    |
|------------|----------------------------------|------------|--------------------|
| Status:    | COMPLETED                        | Result:    | Partially Complied |
| Scheduled: | Wednesday, 24 June 2026 12:00 AM | Completed: | 06/24/2026         |

## Report History for: 54 WESTWOOD ST

3/7

## VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED

Result: Not Complied

**Scheduled: Tuesday, 12 May 2026 12:00 AM**

Completed: 05/12/2026

NON COMPLIANCE

EMAILED ATTY THOMPSON TO ADVISE HIM THAT THE PROPERTY IS NOT IN COMPLIANCE.

## VERIFY CORRECTED BY OWNER Inspection | NICOLE LEROUX

Status: COMPLETED

Result: Not Complied

**Scheduled: Monday, 16 March 2026 12:00 AM**

Completed: 03/10/2026

Scheduling Comment

OWNER CALLED 2/23/2026 - STATED HE WOULD SUBMIT APPLICATIONS FOR PERMITS AND GET THE YARD CLEANED UP BY NEXT WEEK. CHECK FOR PROGRESS.

## VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Not Complied

**Scheduled: Thursday, 24 July 2025 12:00 AM**

Completed: 07/24/2025

Scheduling Comment

FROM: THOMAS L THOMPSON <TLTHOMPSONSR@ME.COM>  
SENT: THURSDAY, JULY 24, 2025 10:55 AM  
TO: ALAN BEEKER <ABEEKER@CITYOFHILLSDALE.ORG>; KIM THOMAS  
<KTHOMAS@CITYOFHILLSDALE.ORG>  
SUBJECT: CITY V WILLIAM MALINCHOK - 54 WESTWOOD

CONFIDENTIAL AND PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

ALAN AND KIM,

MR. MALINCHOK'S JUDGMENT GAVE HIM 30 DAYS FROM JUNE 24 TO BRING HIS PROPERTY INTO COMPLIANCE. DISTRICT COURT IS ASKING IF HE COMPLIED OR IF WE WILL BE SUBMITTING AN AFFIDAVIT OF NONCOMPLIANCE. JUST LET ME KNOW WHEN YOU HAVE A CHANCE.

THANKS,

TOM

THOMAS L. THOMPSON  
LOVINGER & THOMPSON, P.C.  
91 S. BROAD STREET, P.O. BOX 358  
HILLSDALE, MICHIGAN 49242  
VOICE: (517) 439-1421  
FACSIMILE: (517) 439-9030  
EMAIL: TLTHOMPSONSR@ME.COM

## DESK REVIEW Inspection | ALAN BEEKER

Status: COMPLETED

Result: Not Complied

**Scheduled: Tuesday, 13 May 2025 08:00 AM**

Completed: 05/21/2025

## VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Monday, 07 April 2025 12:00 AM**

Completed: 04/29/2025

**Violations:****Corrected**

**106.4 VIOLATION PENALTIES. CORRECTION OF VIOLATIONS: ANY PERSON WHO SHALL VIOLATE OR FAIL TO COMPLY WITH A PROVISION OF THIS CODE, OR WHO FAILS TO COMPLY WITH ITS REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THOSE CITED IN A NOTICE OF VIOLATION OR ORDER SERVED IN ACCORDANCE WITH SECTION 107, SHALL BE DEEMED RESPONSIBLE FOR A MUNICIPAL CIVIL VIOLATION TOGETHER WITH SUCH PENALTIES AND COSTS AS ARE ASSESSABLE AND CHARGED PURSUANT TO CHAPTER 20 OF CODE OF ORDINANCES OF THE CITY OF HILLSDALE, THE PROVISIONS OF THIS CODE, AND OTHER APPLICABLE LAW.**

## VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Thursday, 27 February 2025 12:00 AM**

Completed: 02/27/2025

**Violations:**

**Corrected** HMC 36-034(A)(1) ZONING COMPLIANCE PERMITS - REQUIREMENTS: NO BUILDING OR STRUCTURE, OR PART THEREOF, SHALL HEREAFTER BE LOCATED, ERECTED, CONSTRUCTED, RECONSTRUCTED, CONVERTED, ENLARGED OR MOVED; NOR SHALL ANY CHANGE BE MADE IN THE USE OF ANY BUILDING, STRUCTURE, OR LAND WITHOUT A ZONING COMPLIANCE PERMIT HAVING BEEN OBTAINED FROM THE ZONING ADMINISTRATOR FOR SUCH BUILDING, STRUCTURE, OR LAND.

**INSPECTOR COMMENTS: PERGOLA BEING BUILT WITHOUT PERMITS. PROJECT DISCUSSED STATED NEW CONSTRUCTION WOULD NOT EXTEND BEYOND EXISTING STOOP. NEW PERGOLA DOES NOT MEET SETBACK REQUIREMENTS.**

**4/29/2025 NEW STRUCTURE AND FENCE INSTALLED WITHOUT PERMITS.**

CITIZEN COMPLAINT BRIGHT CONSTRUCTION LIGHTS SHINING ON CORNER OF RIPPON AVE AND WESTWOOD ST LATE AT NIGHT. UNSAFE FOR DRIVING. TOLD HER THAT CONCERN MAY NEED TO BE REFERRED TO POLICE.

OBSERVED VIOLATION Inspection | Kimberly Thomas

Status: COMPLETED Result: Partially Complied

Scheduled: Monday, 30 September 2024 12:00 AM Completed: 09/30/2024

**Violations:**

**Uncorrected** HMC 36-593 PARKING - SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS. RESIDENTIAL OFF-STREET PARKING SPACES FOR SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS SHALL CONSIST OF A PARKING STRIP, DRIVEWAY, GARAGE, OR COMBINATION THEREOF, AND SHALL BE LOCATED ON THE PREMISES THEY ARE INTENDED TO SERVE, AND SUBJECT TO THE PROVISIONS OF 36-431, UNLESS OTHERWISE PROVIDED IN THIS DIVISION. NO PARKING SHALL BE PERMITTED IN THE FRONT YARD AHEAD OF THE REQUIRED SETBACK LINE EXCEPT ON A DRIVEWAY WHICH LEADS TO AN APPROVED PARKING SPACE.

**INSPECTOR COMMENTS: 9/30/2024 CEASE PARKING IN FRONT YARD SETBACK AND STREET R/W. PARKING ONLY PERMITTED IN DRIVEWAY.**

**6/24/2026 STILL IN VIOLATION. BLOCKING SIDEWALK ON RIPPON AVE SIDE OF HOUSE.**

**7/28/2026 NOT CORRECTED.**

DESK REVIEW Inspection | ALAN BEEKER

Status: COMPLETED Result: Not Complied

Scheduled: Wednesday, 21 August 2024 08:00 AM Completed: 08/20/2024

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Partially Complied

Scheduled: Thursday, 25 July 2024 12:00 AM Completed: 07/25/2024

OBSERVED VIOLATION Inspection | KRISTIN BAUER

Status: COMPLETED Result: Partially Complied

Scheduled: Friday, 31 May 2024 12:00 AM Completed: 05/31/2024

**Violations:**

**Uncorrected** HMC 30-32 PROHIBITED USES & ACTIVITIES. IT IS UNLAWFUL FOR ANY PERSON TO PERFORM OR OTHERWISE UNDERTAKE ANY USE IN, UNDER, OVER OR UPON ANY STREET EXCEPT UNDER THE CONDITIONS AND IN THE MANNER PERMITTED IN THIS ARTICLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE DEEMED TO PROHIBIT SUCH TEMPORARY USES AS ARE INCIDENTAL TO THE EXPEDITIOUS DELIVERY OR REMOVAL OF TANGIBLE ITEMS OF PERSONAL PROPERTY TO OR FROM PREMISES ABUTTING ANY SUCH STREET, NOR TO THE OPERATION OR PARKING OF VEHICLES WITHIN THE STREET WHERE OTHERWISE NOT PROHIBITED, NOR TO THE USE OF SUCH STREETS BY PEDESTRIANS OR OTHER TYPES OF TRAFFIC SO LONG AS SUCH ACTIVITIES ARE OTHERWISE LAWFUL.

**INSPECTOR COMMENTS: 5/31/2024 ITEMS STORED ON PARKWAY BETWEEN SIDEWALK AND CURB. TRUCK AND TRAILER PARKED HALFWAY ON GRASS OVER CURB. REMOVE SCAP WOOD AND OTHER SOLID WASTE FROM CITY RIGHT-OF-WAY IMMEDIATELY AND DIPPOSE OF PROPERLY.**

**9/27/2024 STILL PARKING TRAILER IN R/W BETWEEN SIDEWALK AND CURB.**

**6/24/2026 STILL PARKING TRUCK IN R/W OVER SIDEWALK & TERRACE. STILL PARKING TRAILER ON TOP OF THE CURB (WESTWOOD ST SIDE).**

**7/28/2026 NOT CORRECTED. MULTIPLE VEHICLES FILLED WITH GARABAGE STORED IN RIGHT-OF-WAY.**

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED Result: Not Complied

## Report History for: 54 WESTWOOD ST

5/7

**Scheduled: Wednesday, 13 March 2024 12:00 AM**

Completed: 03/26/2024

OWNER CONTACTED OFFICE

MR. MALINCHOK CONTACTED THE OFFICE. WANTED CLARIFICATION ON WHAT "FINAL NOTICE OF VIOLATION" MEANT. STATED THAT HE HAS THE APPLICATION READY AND PAYMENT IS PENDING. ADVISED HIM TO TURN IN THE APPLICATION WHETHER OR NOT HE HAS PAYMENT READY TO SHOW PROGRESS AND GOOD FAITH. HE IS HOPING TO STOP IN THIS WEEK/NEXT.

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Thursday, 30 November 2023 12:00 AM**

Completed: 01/22/2024

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Tuesday, 24 October 2023 12:00 AM**

Completed: 10/24/2023

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Thursday, 13 April 2023 12:00 AM**

Completed: 04/13/2023

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: No Change

**Scheduled: Thursday, 30 March 2023 12:00 AM**

Completed: 03/30/2023

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status: COMPLETED

Result: No Change

**Scheduled: Tuesday, 06 September 2022 12:00 AM**

Completed: 09/06/2022

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Violation(s)

**Scheduled: Wednesday, 31 August 2022 12:00 AM**

Completed: 08/31/2022

**Violations:**

**Uncorrected** HMC 36-034(A)(1) REQUIREMENTS: NO BUILDING OR STRUCTURE, OR PART THEREOF, SHALL HEREAFTER BE LOCATED, ERECTED, CONSTRUCTED, RECONSTRUCTED, CONVERTED, ENLARGED OR MOVED; NOR SHALL ANY CHANGE BE MADE IN THE USE OF ANY BUILDING, STRUCTURE, OR LAND WITHOUT A ZONING COMPLIANCE PERMIT HAVING BEEN OBTAINED FROM THE ZONING ADMINISTRATOR FOR SUCH BUILDING, STRUCTURE, OR LAND.

**INSPECTOR COMMENTS: 8/31/2022 PRIVACY FENCE INSTALLED WITHOUT PERMIT.**

**9/6/2022 HAS NOT BEEN REMOVED, NO PERMIT APPLICATION RECEIVED.**

**7/25/2024 SUBMIT PERMIT APPLICATION WITH FEE IMMEDIATELY OR REMOVE EXISTING PRIVACY FENCE FROM PROPERTY.**

**6/24/2026 SUBMITTED APPLICATION FOR PORCH WITH PERGOLA STARTED WITHOUT PERMIT, BUT DID NOT INCLUDE FENCE.**

**7/28/2026 STILL NO PERMIT APPLICATION SUBMITTED FOR FENCE. WAS NOT CONSTRUCTED IN CONFORMANCE WITH HEIGHT AND VISIBILITY REQUIREMENTS ON RIPON SIDE OF PROPERTY.**

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled: Monday, 25 April 2022 12:00 AM**

Completed: 04/28/2022

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Violation(s)

**Scheduled: Thursday, 31 March 2022 12:00 AM**

Completed: 03/31/2022

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

## Report History for: 54 WESTWOOD ST

6/7

**Scheduled:** Monday, 05 October 2020 12:00 AM

Completed: 10/05/2020

VERIFY CORRECTED BY OWNER Inspection | Kimberly Thomas

Status: COMPLETED

Result: Partially Complied

**Scheduled:** Wednesday, 26 August 2020 12:00 AM

Completed: 08/27/2020

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled:** Wednesday, 05 August 2020 12:00 AM

Completed: 08/05/2020

**Violations:**

**Corrected** 302.4 WEEDS. THE PROVISIONS OF SECTIONS 14.142, 14.143 AND 14.144 OF THE CODE OF ORDINANCES OF THE CITY OF HILLSDALE ARE INCORPORATED HEREIN IN THEIR ENTIRETY AND MADE A PART OF THIS SECTION BY REFERENCE. ALL PREMISES AND EXTERIOR PROPERTY SHALL BE MAINTAINED FREE FROM WEEDS OR PLANT GROWTH IN EXCESS OF TEN (10) INCHES IN HEIGHT. "WEEDS" IS DEFINED AS INCLUDING ALL GRASSES, ANNUAL PLANTS AND OTHER VEGETATION CONSIDERED AS HARMFUL TO INHABITANTS, ANIMALS OR THE ENVIRONMENT. "PLANT GROWTH" IS DEFINED AS INCLUDING ALL PLANTS OTHER THAN WEEDS, TREES AND SHRUBS, FLOWERS OR CULTIVATED PLANTS IN GARDENS.

VERIFY CORRECTED BY OWNER Inspection | ALAN BEEKER

Status: COMPLETED

Result: Partially Complied

**Scheduled:** Thursday, 07 May 2020 12:00 AM

Completed: 05/07/2020

Complaint Inspection | ALAN BEEKER

Status: COMPLETED

Result: Violation(s)

**Scheduled:** Tuesday, 14 January 2020 08:00 AM

Completed: 01/14/2020

**Violations:**

**Corrected** HMC 28.41 BULKY & LARGE ITEMS; COLLECTION. AFTER MAKING ARRANGEMENTS FOR COLLECTION AND PAYMENT FOR SUCH SERVICE, AN OCCUPANT OF SUCH PREMISES SHALL PLACE BULKY AND LARGE FOR COLLECTION IMMEDIATELY ADJACENT TO THE MAIN TRAVELED PORTION OF THE STREET UPON WHICH THE BUILDINGS LOCATED THEREON FACE; PROVIDED, HOWEVER, THAT SUCH ITEMS SHALL NOT BE PLACED EARLIER THAN 12:00 P.M. ON THE DAY PRIOR TO THE DESIGNATED COLLECTION DATE FOR THOSE ITEMS AND SHALL NOT REMAIN THERE AFTER THE DESIGNATED COLLECTION DATE.

**Uncorrected** 308.1 ACCUMULATION OF SOLID WASTE. ALL EXTERIOR PROPERTY AND PREMISES, AND THE INTERIOR OF EVERY STRUCTURE, SHALL BE FREE FROM ANY ACCUMULATION OF SOLID WASTE.

INSPECTOR COMMENTS: 1/14/2020 PROPERLY DISPOSE OF SOLID WASTE IN SIDE YARD.  
7/25/2024 PROPERLY DISPOSE OF SOLID WASTE IN REAR YARD.

6/24/2026 TRAILER FULL OF GARBAGE PARKED ON CURB ON WESTWOOD ST SIDE OF HOUSE. 2ND TRAILER ATTACHED TO PICKUP TRUCK, BOTH FULL OF GARBAGE PARKED ON RIPPON AVE ACROSS THE STREET IN FRONT OF HOUSE. INOPERABLE PICKUP FULL OF GARBAGE PARKED ON SIDEWALK/TERRACE ON RIPPON AVE SIDE OF HOUSE. EXTENSIVE ACCUMULATION OF DISCARDED BUILDING MATERIALS, PALLETS, AND OTHER REFUSE VISIBLE FROM RIPPON NEXT TO HOUSE AND BEHIND FENCE IN REAR YARD.  
7/28/2026 NOT CORRECTED.

**Uncorrected** 302.1 SANITATION. ALL EXTERIOR PROPERTY AND PREMISES SHALL BE MAINTAINED IN A CLEAN, SAFE AND SANITARY CONDITION. THE OCCUPANT SHALL KEEP THAT PART OF THE EXTERIOR PROPERTY WHICH SUCH OCCUPANT OCCUPIES OR CONTROLS IN A CLEAN AND SANITARY CONDITION.

INSPECTOR COMMENTS: 1/14/2020 REMOVE ACCUMULATED JUNK AND INOPERABLE VEHICLES FROM PROPERTY IMMEDIATELY ESPECIALLY THE BACK YARD.  
9/6/2022 CAR AND DEBRIS TARPED IN WEST FRONT YARD, BEHIND HOUSE IN SOUTH SIDE YARD. VISIBLE DEBRIS BEHIND (UNDER) NEW FENCE.  
4/29/2025 CONSTRUCTION DEBRIS, OLD TIRES, YARD AND GENERAL RUBBISH COLLECTION OUT OF CONTROL.  
6/24/2026 NOT CORRECTED. COMPARISON OF CURRENT AND OLDER PICTURES SHOW ACCUMULATION HAS BECOME WORSE OVER TIME.  
7/28/2026 NOT CORRECTED.

**Corrected** 302.8 MOTOR VEHICLES. SUBJECT TO THE PROVISIONS OF THIS CODE AND EXCEPT AS PROVIDED AND AUTHORIZED UNDER OTHER APPLICABLE STATUTES, ORDINANCES AND REGULATIONS NO INOPERATIVE OR UNLICENSED MOTOR VEHICLE SHALL BE PARKED, KEPT OR STORED ON ANY PREMISES UNLESS COMPLETELY ENCLOSED WITHIN A GARAGE OR SIMILAR ENCLOSED AREA DESIGNED AND APPROVED FOR SUCH PURPOSE.

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**Uncorrected** HMC 36-593 PARKING - SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS. RESIDENTIAL OFF-STREET PARKING SPACES FOR SINGLE-FAMILY, TWO-FAMILY AND MULTIPLE-FAMILY DWELLINGS SHALL CONSIST OF A PARKING STRIP, DRIVEWAY, GARAGE, OR COMBINATION THEREOF, AND SHALL BE LOCATED ON THE PREMISES THEY ARE INTENDED TO SERVE, AND SUBJECT TO THE PROVISIONS OF 36-431, UNLESS OTHERWISE PROVIDED IN THIS DIVISION. NO PARKING SHALL BE PERMITTED IN THE FRONT YARD AHEAD OF THE REQUIRED SETBACK LINE EXCEPT ON A DRIVEWAY WHICH LEADS TO AN APPROVED PARKING SPACE.

**INSPECTOR COMMENTS: 1/14/2020 NO PARKING ALLOWED ON THE CITY SIDEWALK OR THE AREA BETWEEN THE SIDEWALK AND THE STREET.**

**6/24/2026 PICKUP WITH HOOD LIFTED PARKED ON SIDEWALK/TERRACE ON RIPPON AVE SIDE OF HOUSE.**

**7/28/2026 NOT CORRECTED, TRAILERS PARKED ON SIDEWALK/TERRACE AND IN FRONT YARD SETBACK ON BOTH RIPPON & WESTWOOD STREETS.**

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006-227-255-01

54 WESTWOOD ST

2026-07-29\_4



006-227-255-01

54 WESTWOOD ST

2026-07-29\_3



006-227-255-01

54 WESTWOOD ST

2026-07-29\_2



006-227-255-01

54 WESTWOOD ST

2026-07-29\_1

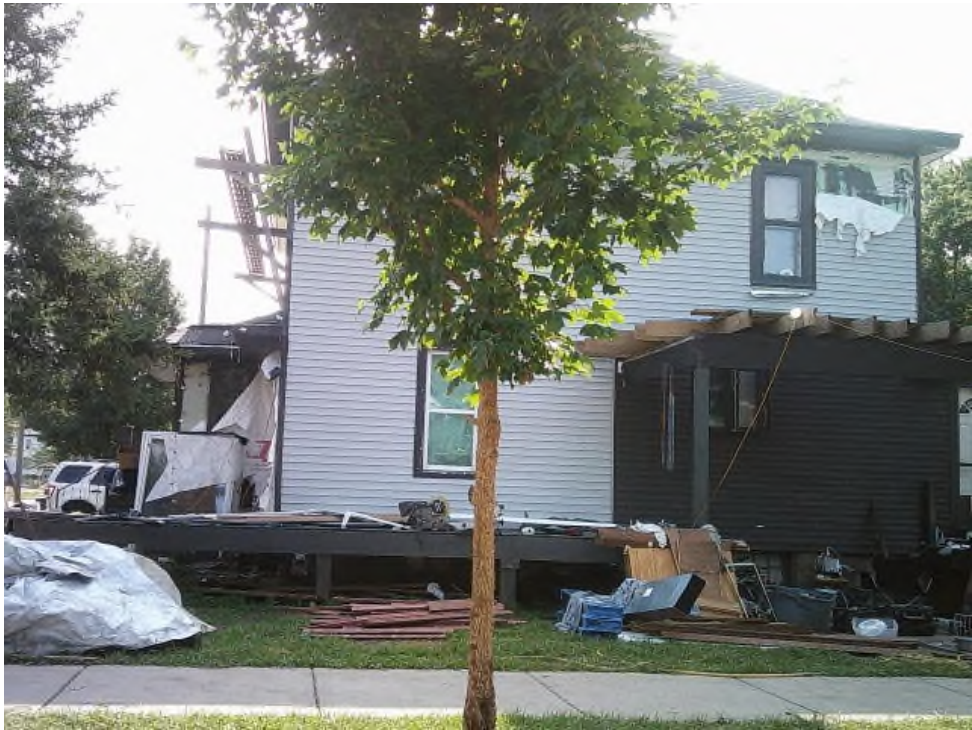




006-227-255-01

54 WESTWOOD ST

2026-07-29



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54 WESTWOOD ST

PHOTOS FOR COUNCIL 7/28/



227-255-01

54 WESTWOOD ST

PHOTOS FOR COUNCIL 7/28/-227-255-01



54 WESTWOOD ST

PHOTOS FOR COUNCIL 7/28





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006-227-255-01

54 WESTWOOD ST

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54 WESTWOOD ST

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54 WESTWOOD ST

2026-04-28 HEARING PHOTO 255-01



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2025-06-16 BUILDING PERM-227-255-01



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54 WESTWOOD ST

2025-06-16 BUILDING PER





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16-227-255-01 54 WESTWOOD ST 05/18/2023 INSPECTION



16-227-255-01 54 WESTWOOD ST 05/18/2023 INSPECTION



16-227-255-01 54 WESTWOOD ST 05/18/2023 INSPECTION





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54 WESTWOOD ST

05/18/2023 INSPECTION



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54 WESTWOOD ST

2022-09-06



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54 WESTWOOD ST

2022-09-06\_2





006-227-255-01

54 WESTWOOD ST

2020-08-27



006-227-255-01

54 WESTWOOD ST

2017-02-23\_1



006-227-255-01

54 WESTWOOD ST

2017-02-23

**STATE OF MICHIGAN**

**IN THE DISTRICT COURT FOR THE COUNTY OF HILLSDALE**

**CITY OF HILLSDALE,**

File No. 26-H2663 ON

Plaintiff,

v.

**HON. MEGAN R.M. STIVERSON**  
District Court Judge

**WILLIAM WAUKEEN MALINCHOK,**

Defendant.

---

Thomas L. Thompson (P48937)  
LOVINGER & THOMPSON, P.C.  
Attorneys for Plaintiff  
91 S. Broad Street, P.O. Box 358  
Hillsdale, Michigan 49242  
Phone: (517) 439-1421  
Email: tlthompsonsr@me.com

William Waukeen Malinchok  
Defendant, In Pro Per  
54 Westwood Street  
Hillsdale, Michigan 49242

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**AFFIDAVIT OF NICOLE LEROUX**

Nicole Leroux, being first duly sworn, deposes and says as follows:

1. I have firsthand knowledge of the matters set forth in this Affidavit and can testify competently as a witness to said matters if called upon to do so.
2. I am employed as a code enforcement officer for the City of Hillsdale, Michigan.
3. Pursuant to the terms of the Judgment entered by the Court in the above-captioned matter, the Defendant was required to bring the property located at 54 Westwood Street, Hillsdale,



Michigan, 49242, into compliance with the requirements of the ordinances of the City of Hillsdale by doing the following:

a) within 30 days of the date of the Judgment, apply for and complete all requirements necessary to obtain the required zoning permits for all structures constructed on the property without such permits or, in the alternative, demolishing all structures erected on the Property without the required permits and removing and properly disposing of the debris;

b) if permits are obtained for the structures constructed on the property, within 30 days of the date of the Judgment, bring all such structures into compliance with the requirements of any such permits;

c) within 30 days of the date of the Judgment, perform all work necessary to clean up and remove all junk, refuse, garbage, debris and other items as necessary to bring the property into compliance with the requirements of IPMC 308.1, to the reasonable satisfaction of the code enforcement officer for the City of Hillsdale;

d) upon entry of the Judgment, immediately remove all refuse, debris, scrap materials, waste, construction materials and other items from within the City's street right of way bordering the Property; and

e) upon entry of the Judgment, immediately discontinue parking any vehicles on the grass or sidewalk areas within the City of Hillsdale's right of way.

4. As of the date of this Affidavit, the Defendant has applied for the required permit for the deck and pergola that has been constructed on the property, which permit will be approved by the City.

5. As of the date of this Affidavit, the Defendant has not applied for and obtained a zoning permit for the fence constructed on the property which, as constructed, is in violation of the requirements of the City's zoning ordinance, and Defendant has not removed or demolished the non-compliant fence.

6. As of the date of this Affidavit, the Defendant has not cleaned up and removed all junk, refuse, garbage, debris and other items as necessary to bring the property into compliance with the requirements of IPMC 308.1, as evidenced by the photographs attached hereto, which were taken on Wednesday, May 20, 2026.

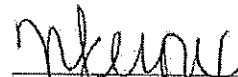
7. As of the date of this Affidavit, the Defendant has failed to remove all refuse, debris, scrap materials, waste, construction materials and other items from within the City's right of way bordering the Property, as evidenced by the photographs attached hereto, which were taken on Wednesday, May 20, 2026.

8. As of the date of this Affidavit, the Defendant continues to park vehicles on the grass and sidewalk areas within the City's right of way, as evidenced by the photographs attached hereto, which were taken on Wednesday, May 20, 2026.

9. In light of the failure of the Defendant to comply with the terms of the Judgment, I hereby verify that, by virtue of Defendant's failure to complete all of the work necessary to bring the Property into compliance with City ordinance as required by the terms of the Judgment, the City of Hillsdale and its employees, agents, and contractors are authorized to enter onto the property and to perform such work as is necessary to bring the property into compliance with the terms of this Court's Judgment, including, without limitation: the removal of the noncompliant fence structure located on the property; the removal of all items of junk, refuse, garbage, debris and other items from the exterior of the property as is necessary to bring the property into

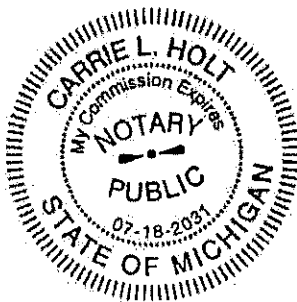
compliance with the requirements of IPMC 308.1; the removal of all refuse, debris, scrap materials, waste, construction materials and other items from within the City's street right of way bordering the Property; and the removal and impoundment of any vehicles parked on the grass or sidewalk areas within the City's right of way; with the expenses of the foregoing to be assessed directly against the Defendant and to also be assessed as a lien against the Property in the form of a special assessment.

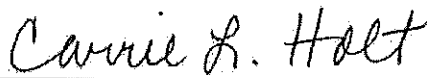
Further Affiant saith not.

  
Nicole Leroux

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF HILLSDALE )

On this 21<sup>st</sup> day of May, 2025, before me, a Notary Public in and for said County and State, personally came Nicole Leroux, to me known to be the same person described in and who executed the above instrument, and who acknowledged that the contents thereof are true to the best of her own personal knowledge, except those matters stated to be upon information and belief, and as to those matters she believes them to be true.



  
Carrie L. Holt, Notary Public  
Branch County, Michigan  
Acting in Hillsdale County, Michigan  
My Commission Expires: 7/18/2031

|                                                                                     |                                            |                                                                  |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------|
| <b>STATE OF MICHIGAN</b><br><b>2-B JUDICIAL DISTRICT</b><br><b>HILLSDALE COUNTY</b> | <b>JUDGMENT</b><br><b>Civil Infraction</b> | <b>Case No: 26H2663 ON</b><br>X-Ref: H2663<br>Judge: STIVERSON M |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------|

Court Address 49 NORTH HOWELL ST  
HILLSDALE, MI 49242

Court Telephone no.  
517-437-7329

Plaintiff

The ☐ State ☐ Township ☐ City ☐ Village  
of CITY OF HILLSDALE

V

Defendant name, address, and telephone no.

MALINCHOK/WILLIAM/WAUKEEN  
54 WESTWOOD ST  
HILLSDALE, MI 49242

☐ Statute ☒ Ordinance Infraction: JUNK Infraction date: 2/10/2026

**JUDGMENT**

**THE COURT FINDS:**

☒ 3. After hearing, the defendant ☒ is ☐ is not responsible as amended: \_\_\_\_\_

**IT IS ORDERED:** Note: For a defendant on active military duty, default judgment shall not be entered, except as provided by the Servicemembers Civil Relief Act.

☒ 6. The defendant must pay the balance due by returning a copy of this judgment with payment.

**Amount of judgment**

|                    |           |                      |
|--------------------|-----------|----------------------|
| Fine and           |           |                      |
| Costs              | \$        | <u>130.00</u>        |
| State costs        | \$        | <u>40.00</u>         |
|                    | \$        |                      |
| <b>Total</b>       | <b>\$</b> | <b><u>170.00</u></b> |
| Bond forfeited     | \$        |                      |
| <b>Balance due</b> | <b>\$</b> | <b><u>170.00</u></b> |

Date owed: MAY 15, 2026

☒ 7. Other: PLEASE PAY BY MAY 15TH 2026

  
Judge ~~MEGAN R.M. STIVERS~~

MAY 5, 2026  
Date

**NOTICE TO THE DEFENDANT:** Fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed. If you are not able to pay due to financial hardship, contact the court immediately to request a payment alternative.

If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date (form CIA 05). If this judgment is a result of a formal hearing, you may appeal the decision within 21 days of the judgment date (form MC 55). If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission (form CIA 05). If this judgment is the result of a default, you may be able to have the default set aside by filing a motion (form CIA 04) within 14 days of the date the judgment was served. A bond equal to the amount of the judgment is required in all instances.

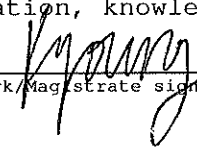
Use Note: certificate does not need to be completed if the document is served through MiFile.

**CERTIFICATE OF SERVICE**

I certify that on this date

- ☐ I have personally served a copy of this judgment on the defendant.  
☒ I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

  
Clerk/Deputy clerk/Magistrate signature

5/5/2026  
Date



|                                                                                     |                                            |                                                                         |
|-------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|
| <b>STATE OF MICHIGAN</b><br><b>2-B JUDICIAL DISTRICT</b><br><b>HILLSDALE COUNTY</b> | <b>JUDGMENT</b><br><b>Civil Infraction</b> | <b>Case No: 26H2663</b> <b>ON</b><br>X-Ref: H2663<br>Judge: STIVERSON M |
|-------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|

Court Address    49 NORTH HOWELL ST  
HILLSDALE, MI 49242

Court Telephone no.  
517-437-7329

Plaintiff

The ☐ State    ☐ Township    ☐ City    ☐ Village  
of CITY OF HILLSDALE

**V**

Defendant name, address, and telephone no.

MALINCHOK/WILLIAM/WAUKEEN  
54 WESTWOOD ST  
HILLSDALE, MI 49242

☐ Statute    ☒ Ordinance    Infraction: BULKY ITEMS    Infraction date: 2/10/2026

**JUDGMENT**

**THE COURT FINDS:**

☒ 3. After hearing, the defendant ☒ is ☐ is not responsible as amended: \_\_\_\_\_

**IT IS ORDERED:** Note: For a defendant on active military duty, default judgment shall not be entered, except as provided by the Servicemembers Civil Relief Act.

☒ 6. The defendant must pay the balance due by returning a copy of this judgment with payment.

**Amount of judgment**

|                    |           |  |  |               |  |
|--------------------|-----------|--|--|---------------|--|
| Fine and           |           |  |  |               |  |
| Costs              | \$        |  |  | 130.00        |  |
| State costs        | \$        |  |  | 40.00         |  |
|                    | \$        |  |  |               |  |
| <b>Total</b>       | <b>\$</b> |  |  | <b>170.00</b> |  |
| Bond forfeited     | \$        |  |  |               |  |
| <b>Balance due</b> | <b>\$</b> |  |  | <b>170.00</b> |  |

Date owed: MAY 15, 2026

☒ 7. Other: PLEASE PAY BY MAY 15TH

  
\_\_\_\_\_  
Judge: MEGAN R.M. STIVERSON

MAY 5, 2026  
Date

**NOTICE TO THE DEFENDANT:** Fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed. If you are not able to pay due to financial hardship, contact the court immediately to request a payment alternative.

If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date (form CIA 05). If this judgment is a result of a formal hearing, you may appeal the decision within 21 days of the judgment date (form MC 55). If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission (form CIA 05). If this judgment is the result of a default, you may be able to have the default set aside by filing a motion (form CIA 04) within 14 days of the date the judgment was served. A bond equal to the amount of the judgment is required in all instances.

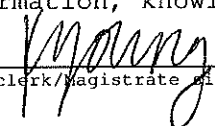
Use Note: certificate does not need to be completed if the document is served through MiFile.

**CERTIFICATE OF SERVICE**

I certify that on this date

☐ I have personally served a copy of this judgment on the defendant.  
☒ I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

    5/5/2026  
\_\_\_\_\_  
Clerk/Deputy clerk/Magistrate signature    Date

|                                                                |                              |                                                           |
|----------------------------------------------------------------|------------------------------|-----------------------------------------------------------|
| STATE OF MICHIGAN<br>2-B JUDICIAL DISTRICT<br>HILLSDALE COUNTY | JUDGMENT<br>Civil Infraction | Case No: 26H2663 ON<br>X-Ref: H2663<br>Judge: STIVERSON M |
|----------------------------------------------------------------|------------------------------|-----------------------------------------------------------|

Court Address 49 NORTH HOWELL ST  
HILLSDALE, MI 49242

Court Telephone no.  
517-437-7329

Plaintiff

The ☐ State ☐ Township ☐ City ☐ Village  
of CITY OF HILLSDALE

V

Defendant name, address, and telephone no.

MALINCHOK/WILLIAM/WAUKEEN  
54 WESTWOOD ST  
HILLSDALE, MI 49242

☐ Statute ☒ Ordinance Infraction: PROHIBITED Infraction date: 2/10/2026

JUDGMENT

THE COURT FINDS:

☒ 3. After hearing, the defendant ☒ is ☐ is not responsible as amended:

IT IS ORDERED: Note: For a defendant on active military duty, default judgment shall not be entered, except as provided by the Servicemembers Civil Relief Act.

☒ 6. The defendant must pay the balance due by returning a copy of this judgment with payment.

Amount of judgment

|                |    |        |
|----------------|----|--------|
| Fine and       |    |        |
| Costs          | \$ | 130.00 |
| State costs    | \$ | 40.00  |
|                | \$ |        |
| Total          | \$ | 170.00 |
| Bond forfeited | \$ |        |
| Balance due    | \$ | 170.00 |

Date owed: MAY 15, 2026

☒ 7. Other: PLEASE PAY BY MAY 15TH 2026



Judge MEGAN R.M. STIVERSON

MAY 5, 2026  
Date

NOTICE TO THE DEFENDANT: Fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed. If you are not able to pay due to financial hardship, contact the court immediately to request a payment alternative.

If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date (form CIA 05). If this judgment is a result of a formal hearing, you may appeal the decision within 21 days of the judgment date (form MC 55). If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission (form CIA 05). If this judgment is the result of a default, you may be able to have the default set aside by filing a motion (form CIA 04) within 14 days of the date the judgment was served. A bond equal to the amount of the judgment is required in all instances.

Use Note: certificate does not need to be completed if the document is served through MiFile.

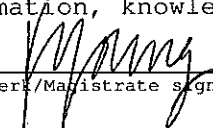
CERTIFICATE OF SERVICE

I certify that on this date

☐ I have personally served a copy of this judgment on the defendant.

☒ I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

  
Clerk/Deputy clerk/Magistrate signature

5/5/2026  
Date

|                                                                                     |                                            |                                                                         |
|-------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|
| <b>STATE OF MICHIGAN</b><br><b>2-B JUDICIAL DISTRICT</b><br><b>HILLSDALE COUNTY</b> | <b>JUDGMENT</b><br><b>Civil Infraction</b> | <b>Case No: 26H2663</b> <b>ON</b><br>X-Ref: H2663<br>Judge: STIVERSON M |
|-------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|

Court Address    49 NORTH HOWELL ST  
HILLSDALE, MI 49242

Court Telephone no.  
517-437-7329

|           |                                |                                   |                               |                                  |
|-----------|--------------------------------|-----------------------------------|-------------------------------|----------------------------------|
| Plaintiff |                                |                                   |                               |                                  |
| The       | <input type="checkbox"/> State | <input type="checkbox"/> Township | <input type="checkbox"/> City | <input type="checkbox"/> Village |
| of        | CITY OF HILLSDALE              |                                   |                               |                                  |

**V**

|                                                                    |
|--------------------------------------------------------------------|
| Defendant name, address, and telephone no.                         |
| MALINCHOK/WILLIAM/WAUKEEN<br>54 WESTWOOD ST<br>HILLSDALE, MI 49242 |

☐ Statute    ☒ Ordinance    Infraction: COMPLIANCE    Infraction date: 2/10/2026

**JUDGMENT**

**THE COURT FINDS:**

☒ 3. After hearing, the defendant ☒ is ☐ is not responsible as amended: \_\_\_\_\_

**IT IS ORDERED:** Note: For a defendant on active military duty, default judgment shall not be entered, except as provided by the Servicemembers Civil Relief Act.

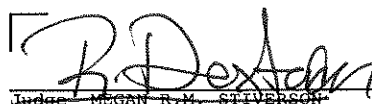
☒ 6. The defendant must pay the balance due by returning a copy of this judgment with payment.

**Amount of judgment**

|                    |           |               |
|--------------------|-----------|---------------|
| Fine and           |           |               |
| Costs              | \$        | 130.00        |
| State costs        | \$        | 40.00         |
|                    | \$        |               |
| <b>Total</b>       | <b>\$</b> | <b>170.00</b> |
| Bond forfeited     | \$        |               |
| <b>Balance due</b> | <b>\$</b> | <b>170.00</b> |

Date owed: MAY 15, 2026

☒ 7. Other: PLEASE PAY BY MAY 15TH 2026



Judge MEGAN R.M. STIVERSON

MAY 5, 2026  
Date

**NOTICE TO THE DEFENDANT:** Fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed. If you are not able to pay due to financial hardship, contact the court immediately to request a payment alternative.

If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date (form CIA 05). If this judgment is a result of a formal hearing, you may appeal the decision within 21 days of the judgment date (form MC 55). If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission (form CIA 05). If this judgment is the result of a default, you may be able to have the default set aside by filing a motion (form CIA 04) within 14 days of the date the judgment was served. A bond equal to the amount of the judgment is required in all instances.

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**CERTIFICATE OF SERVICE**

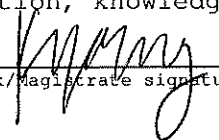
I certify that on this date

- ☐ I have personally served a copy of this judgment on the defendant.
- ☒ I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Clerk/Deputy clerk/Magistrate signature

Date

 5/5/2026

STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE COUNTY OF HILLSDALE

CITY OF HILLSDALE,

File No. 26-H2663 ON

Plaintiff,

v.

**HON. MEGAN R.M. STIVERSON**  
District Court Judge

**WILLIAM WAUKEEN MALINCHOK,**

Defendant.

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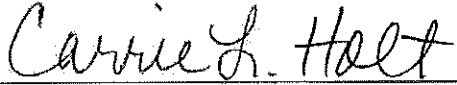
Thomas L. Thompson (P48937)  
LOVINGER & THOMPSON, P.C.  
Attorneys for Plaintiff  
91 S. Broad Street, P.O. Box 358  
Hillsdale, Michigan 49242  
Phone: (517) 439-1421  
Email: tlthompsonsr@me.com

William Waukeen Malinchok  
Defendant, In Pro Per  
54 Westwood Street  
Hillsdale, Michigan 49242

---

**PROOF OF SERVICE**

The undersigned certifies that a true copy of the proposed Judgment and Notice of Entry was served on the Defendant by U.S. Postal Service first class mail, postage prepaid, on May 4, 2026.



---

Carrie L. Holt, Legal Assistant  
Lovinger & Thompson, P.C.



STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE COUNTY OF HILLSDALE

CITY OF HILLSDALE,

File No. 26-H2663 ON

Plaintiff,

v.

**HON. MEGAN R.M. STIVERSON**  
District Court Judge

**WILLIAM WAUKEEN MALINCHOK,**

Defendant.

---

Thomas L. Thompson (P48937)  
LOVINGER & THOMPSON, P.C.  
Attorneys for Plaintiff  
91 S. Broad Street, P.O. Box 358  
Hillsdale, Michigan 49242  
Phone: (517) 439-1421  
Email: tlthompsonsr@me.com

William Waukeen Malinchok  
Defendant, In Pro Per  
54 Westwood Street  
Hillsdale, Michigan 49242

---

**JUDGMENT**

At a session of said Court held in the Courthouse  
Annex in the City of Hillsdale, County of Hillsdale,  
State of Michigan, this 5<sup>th</sup> day of May, 2026.

PRESENT: HON. MEGAN R.M. STIVERSON  
District Court Judge

This matter having come before the Court for a formal hearing on April 28, 2026, at which  
the parties appeared and presented testimony and argument in open court, and the Court being  
otherwise fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Defendant, William Waukeen  
Malinchok, is found by to be responsible for the violation of the requirements of Section 308.1 of

the International Property Maintenance Code as adopted by the City of Hillsdale, and of Sections 28-41; 30-32; and 36-34(a) of the Hillsdale Municipal Code with regard to the property located at 54 Westwood Street in the City of Hillsdale, Michigan, said violations constituting municipal civil infractions.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, William Waukeen Malinchok, is hereby assessed fines and costs in the amount of \$ 130, and state costs in the amount of \$ 40, for each of the four offenses referenced above, resulting in total fines and costs of \$ 520, and total state costs in the amount of \$ 160.

IT IS FURTHER ORDERED AND ADJUDGED that, within 14 days of the date of this Judgment, Defendant shall bring the property located at 54 Westwood St., Hillsdale, Michigan, 49242, (the "Property") into compliance with the requirements of the applicable municipal ordinances by: applying for and completing all requirements necessary to obtain the required zoning permits for all structures constructed on the property without such permits; bringing all such structures into compliance with the requirements of any such permits; and by performing all work necessary to clean up all junk, refuse, garbage, debris and other items as necessary to bring the property into compliance with the requirements of IPMC 308.1 or, in the alternative, demolishing all structures erected on the Property without the required permits and removing and properly disposing of the debris, all to the reasonable satisfaction of the code enforcement officer for the City of Hillsdale. In addition, Defendant shall immediately remove all refuse, debris, scrap materials, waste, construction materials and other items from within the City's street right of way bordering the Property, and shall immediately discontinue parking any vehicles on the grass or sidewalk areas within the City's right of way. Upon the completion of the work and obtaining the required permits, and prior to the end of the above-referenced 14-day period, Defendant shall

contact the office of the Code Official for the City of Hillsdale and arrange for an inspection of the property to verify that the property is in compliance with the requirements of this Judgment.

IT IS FURTHER ORDERED AND ADJUDGED that in the event that Defendant fails to bring the property into compliance with City ordinance as required by the terms of this Judgment, the City of Hillsdale and its employees, agents, and contractors are hereby authorized to enter onto the property and to perform such work as is necessary to otherwise bring the property into compliance with the aforementioned ordinances of the City, including, without limitation, demolishing and removing from the property any and all structures constructed without the required permits and/or otherwise not constructed in conformity with the requirements of any such permits, with the expenses to be assessed directly against the Defendant and to also be assessed as a lien against the property in the form of a special assessment.

This Judgment resolves the last pending claim and closes this case.



---

Hon. Megan R.M. Stiverson (P67160)  
District Court Judge

Prepared by:  
Thomas L. Thompson (P48937)  
Attorney for Plaintiff  
91 S. Broad Street, P.O. Box 358  
Hillsdale, Michigan 49242  
Phone: (517) 439-1421  
Email: tlthompsonsr@me.com

STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE COUNTY OF HILLSDALE

CITY OF HILLSDALE,

Plaintiff,

File No. 26-H2663 ON

v.

**HON. MEGAN R.M. STIVERSON**  
District Court Judge

**WILLIAM WAUKEEN MALINCHOK,**

Defendant.

---

Thomas L. Thompson (P48937)  
LOVINGER & THOMPSON, P.C.  
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91 S. Broad Street, P.O. Box 358  
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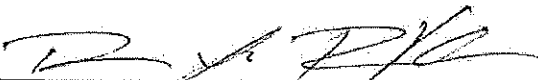
William Waukeen Malinchok  
Defendant, In Pro Per  
54 Westwood Street  
Hillsdale, Michigan 49242

---

**7 DAY NOTICE OF ENTRY**

**PLEASE TAKE NOTICE** that the attached Judgment is being served upon the parties or their attorneys of record in the above captioned cause and that the original has, as of the date hereof, been filed with the Clerk of the Court pursuant to the provisions of MCR 2.602 (B) (3). You are required to file with the Clerk written objections to the entry of the Order within seven (7) days of the date of this Notice or the Order will be entered.

Date Signed: May 4, 2026

  
Thomas L. Thompson (P48937)  
Attorney for Plaintiff

Prepared By:  
Thomas L. Thompson (P48937)  
LOVINGER & THOMPSON, P.C.  
Attorneys for Defendant  
91 S. Broad Street, P.O. Box 358  
Hillsdale, Michigan 49242  
(517) 439-1421



# City of Hillsdale

## Agenda Item Summary

**Meeting Date:** August 3, 2026

**Agenda Item:** New Business

**SUBJECT:** Airport/MDOT Taxiway Design Completion Contract

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

Attached is the MDOT Aero contract for design/completion of the Airport's taxiway. The project cost breakdown is estimated as follows:

|                        |                 |
|------------------------|-----------------|
| Federal Share          | \$ 170,215      |
| MDOT Share             | \$ 9,456        |
| <u>Hillsdale Share</u> | <u>\$ 9,457</u> |
| Project Cost           | \$189,128       |

The estimated balance of the Airport Improvement Fund is \$286,700. The Airport has been planning to complete this project for many years.

### **RECOMMENDATION:**

Approve resolution \_\_\_\_\_ MDOT Contract 2026-0682 and authorize the City Manager and City Clerk, on behalf of the City of Hillsdale, to enter into the Taxiway C Phase 3 Design contract.

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

A RESOLUTION TO APPROVE CONTRACT NO. 2026-0682 WITH MICHIGAN  
DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Hillsdale has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for the **Parallel Taxiway C – Phase 3 (1,330') Design**; and

WHEREAS, the City Manager and Clerk of the City of Hillsdale are authorized to enter into and execute on behalf of the City of Hillsdale with the Michigan Department of Transportation for the Parallel Taxiway C – Phase 3 Design.

WHEREAS, the City of Hillsdale does hereby approve Contract Number 2026-0682; and,

WHEREAS, this resolution shall also approve execution by the City Manager and Clerk of Project Authorizations for any programs designated by the City of Hillsdale and /or Project Authorizations for any amount determined by the City of Hillsdale with the Michigan Department of Transportation which are issued under Contract Number 2026-0682; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and City Clerk of the City of Hillsdale are hereby authorized and directed to execute said Contract for, and on belief of, the City of Hillsdale.

PASSED IN OPEN COUNCIL MEETING THIS 3rd DAY OF August, 2026.

\_\_\_\_\_  
Scott Sessions, Mayor

Attest:

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

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF HILLSDALE**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Hillsdale (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Hillsdale Municipal Airport, whose associated city is Hillsdale, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated June 24, 2026 attached hereto and made a part hereof.

**PROJECT DESCRIPTION: CONSTRUCT TAXIWAY - PARALLEL TAXIWAY C - PHASE 3 (~1,330')- DESIGN**

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 9, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has



been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

**MDOT WILL:**

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

|                                     |                |
|-------------------------------------|----------------|
| Federal Share .....                 | \$170,215      |
| Maximum MDOT Share .....            | \$9,456        |
| SPONSOR Share .....                 | <u>\$9,457</u> |
| <i>Estimated</i> PROJECT COST ..... | \$189,128      |

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
  - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in



State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

- b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR’s obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State

of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF HILLSDALE

By: \_\_\_\_\_  
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green silhouette of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

**EXHIBIT 1**  
HILLSDALE MUNI  
HILLSDALE, MICHIGAN

Project No. B-26-0044-3523

Job No. 217696PE

**AIP**

6/24/2026

|                                                                       | Eligibility | Federal              | State              | Local              | Total                | Job Number |
|-----------------------------------------------------------------------|-------------|----------------------|--------------------|--------------------|----------------------|------------|
| <b>DESIGN (PE)</b>                                                    |             | <b>\$ 170,215.00</b> | <b>\$ 9,456.00</b> | <b>\$ 9,457.00</b> | <b>\$ 189,128.00</b> |            |
| Construct Taxiway - Parallel Taxiway C -<br>Phase 3 (~1,330')- Design | 90%         | \$ 163,465.00        | \$ 9,081.00        | \$ 9,082.00        | \$ 181,628.00        | 217696PE   |
| IFE                                                                   | 90%         | \$ 6,750.00          | \$ 375.00          | \$ 375.00          | \$ 7,500.00          | 217696PE   |

|                             | Federal              | State              | Local              | Total                |
|-----------------------------|----------------------|--------------------|--------------------|----------------------|
| <b>TOTAL PROJECT BUDGET</b> | <b>\$ 170,215.00</b> | <b>\$ 9,456.00</b> | <b>\$ 9,457.00</b> | <b>\$ 189,128.00</b> |
| 217696PE                    | \$ 170,215.00        | \$ 9,456.00        | \$ 9,457.00        | \$ 189,128.00        |

|                                 |               |              |              |                |
|---------------------------------|---------------|--------------|--------------|----------------|
| <b>TOTAL PROJECT PERCENTAGE</b> | <b>90.00%</b> | <b>5.00%</b> | <b>5.00%</b> | <b>100.00%</b> |
| 217696PE                        | 90.00%        | 5.00%        | 5.00%        | 100.00%        |

**Federal Billing Breakdown: JN 217696PE**

|        |               |                 |                   |
|--------|---------------|-----------------|-------------------|
| Bill 1 | \$ 54,733.00  | 3-26-SBGP-14423 | Awarded 8/4/2023  |
| Bill 2 | \$ 115,482.00 | 3-26-SBGP-16524 | Awarded 8/22/2024 |

**Bid Date & Type:** N/A N/A

**Performance End Date:** 8/3/2027 SBGP 14223  
8/21/2028 SBGP 16524

**MAC Approval:** 7/15/2026

**INITIATOR:** PN  
**QA:** ZB



**ATTACHMENT X**  
**REQUIRED FOR ALL PROJECTS**  
**Notification of Required Federal Program Information to**  
**Sub-recipients for Federal Funding**

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF HILLSDALE
3. Recipient's UEI Number: DUNS 07-756-3401 / UEI KK7MQVKBC424
4. Amount of Federal funds: \$170,215
5. Federal Grant Number(s): SBGP 14423; 16524
6. Grant Award Date(s): 8/4/23; 8/22/24
7. MDOT Project Number: B-26-0044-3523
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106  
Federal Aviation Administration  
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-144-2023; 3-26-SBGP-165-2024
11. Federal Award Date: 8/4/23; 8/22/24
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/3/27; 8/21/28
14. Amount of Federal Funds obligated by this action: \$170,215
15. Total amount of Federal Funds obligated: \$170,215
16. Total amount of the Federal award: \$170,215
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:  
  

**Director Bradley C. Wieferich, P.E., Michigan Department of Transportation**  
**425 West Ottawa Street, Lansing, MI 48909**
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

## **ATTACHMENT 9**

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS**

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



## **Appendix B**

*(Aeronautics)*

### **CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

# APPENDIX F

## GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.



## APPENDIX F

### 9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
  - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
  - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
  - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
    - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

### 10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

## APPENDIX F

### **11. Trafficking in Persons.**

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
  - i. Is determined to have violated the Prohibitions; or
  - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
    - 1. Associated with performance under this agreement; or
    - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**12. Exhibit A Included with Grant Application.** The Exhibit “A” updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

### **13. Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

### **14. Audits for Public Sponsors.**

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

## APPENDIX F

### **15. System for Award Management (SAM) Registration and Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

### **16. Employee Protection from Reprisal.**

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

## APPENDIX F

- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspector General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

### 17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                            | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | ARFF and SRE : Equipment Acquisition       | <b><u>ARFF and SRE EQUIPMENT AND VEHICLES:</u></b> The Sponsor agrees that it will:<br>1) house and maintain the equipment in a state of operational readiness on and for the airport;<br>2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;<br>3) restrict the vehicle to on-airport use only;<br>4) restrict the vehicle to the use for which it was intended; and<br>5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).                                                                  |
| Airport                   | Equipment Replacement such as ARFF and SRE | <b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.                                                                                                                                                                                                                                                                      |
| Airport                   | ARFF Equipment - Off-Airport Storage       | <b><u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u></b> The Sponsor agrees that it will:<br>1) house and maintain the vehicle in a state of operational readiness for the airport;<br>2) provide the necessary staffing and training to maintain and operate the vehicle;<br>3) restrict the vehicle to airport use only;<br>4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ;<br>5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and<br>6) submit a copy of the executed agreement to the FAA. |
| Airport                   | AWOS                                       | <b><u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u></b> The Sponsor agrees that it will:<br>1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA;<br>2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation                                                                                                                                                                                                                                                                                                                          |

<sup>1</sup> Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government



# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                                   | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                                                   | <p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>                                                                                                          |
| Airport                   | ALP & AIP Funded Construction                     | <p><b>AIRPORT LAYOUT PLAN:</b> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>                                                                                                                                                                                                                                         |
| Airport                   | Lighting - Operation and Maintenance              | <p><b>LIGHTING:</b> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Airport                   | Temporary NAVAIDS                                 | <p><b>TEMPORARY NAVAIDS:</b> The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p> |
| Airport                   | Construction on land not yet acquired/ Good Title | <p><b>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:</b> The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>                                                                                                                                                                                                                                                               |
| Airport                   | Construction on land not yet acquired/ Good Title | <p><b>TITLE EVIDENCE:</b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <b>N/A</b> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>                                                                                                                                                                               |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                              | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | DBE Plan                                     | <b><u>DBE PLAN:</u></b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Airport                   | Environmental<br>(Required for All Projects) | <p><b><u>ENVIRONMENTAL:</u></b> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p> |
| Airport                   | EMAS                                         | <p><b><u>EMAS BLOCK PRE-PURCHASE:</u></b> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>                                                                                                                                             |
| Airport                   | Equipment                                    | <b><u>EQUIPMENT ACQUISITION:</u></b> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.                                                                                                                                                                                                                                                                                                 |
| Airport                   | Equipment - Friction Measuring Device        | <b><u>FRICTION MEASURING DEVICES:</u></b> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.                                                                                                                                                                                                                                                                                                          |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                                                                                                                                                                                                                                 | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | <b>NAVAIDS - ILS</b><br><br>Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval. | <b><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u></b> The Sponsor agrees that it will:<br>1) Prior to commissioning, assure the equipment meets the FAA's standards; and<br>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.                                                                                                                                                                                                           |
| Airport                   | <b>Fence - Wildlife</b>                                                                                                                                                                                                                         | <b><u>WILDLIFE FENCE:</u></b> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.                                                                                                                              |
| Airport                   | <b>Land - Revise Exhibit "A" Property Map</b>                                                                                                                                                                                                   | <b><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u></b> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.                                                                                                                                                                |
| Airport                   | <b>Land acquisition -Future Land</b>                                                                                                                                                                                                            | <b><u>FUTURE DEVELOPMENT LAND:</u></b> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.                        |
| Airport                   | <b>Master Plan - Coordination</b>                                                                                                                                                                                                               | <b><u>COORDINATION:</u></b> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation. |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                                                                 | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | NAVAIDS -Operations and maintenance                                             | <b><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u></b> The Sponsor agrees that it will:<br>1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment;<br>2) Prior to commissioning, assure the equipment meets the FAA's standards; and<br>3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.                                                                                                                                                                                               |
| Airport                   | New or Replacement Airport                                                      | <b><u>SITE SELECTION:</u></b> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Airport                   | Non-AIP Utility Proration<br>(Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98) | <b><u>UTILITIES PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.                                                                                                                                                                                                                                                                                                                                                      |
| Airport                   | Utility Relocation                                                              | <b><u>UTILITY RELOCATION IN PROJECT:</u></b> The Sponsor understands and agrees that:<br>1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;<br>2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and<br>3) the utilities exclusively serve the Airport;                                                                                                                                                                                   |
| Airport                   | Obstruction Removal                                                             | <b><u>OBSTRUCTION REMOVAL:</u></b> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA. |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Airport                   | Pavement        | <p><b><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u></b> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> <li>1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</li> <li>2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> <li>a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> <li>1) location of all runways, taxiways, and aprons;</li> <li>2) dimensions;</li> <li>3) type of pavement, and;</li> <li>4) year of construction or most recent major rehabilitation.</li> </ol> </li> <li>b. Inspection Schedule. <ol style="list-style-type: none"> <li>1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.</li> <li>2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.</li> </ol> </li> </ol> </li> <li>4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:</li> </ol> |



# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project              | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                              | <ul style="list-style-type: none"> <li>a. inspection date;</li> <li>b. location;</li> <li>c. distress types; and</li> <li>d. maintenance scheduled or performed.</li> </ul> <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Airport                   | Pavement Exceeding \$500,000 | <p><b><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></b></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> <li>a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> <li>(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.</li> <li>(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.</li> <li>(3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).</li> <li>(4) Qualifications of engineering supervision and construction inspection personnel.</li> <li>(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.</li> <li>(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.</li> </ul> </li> </ul> |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project      | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                      | <p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p> |
| Airport                   | Pavement maintenance | <p><b><u>MAINTENANCE PROJECT LIFE:</u></b> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Airport                   | RPZ Acquisition      | <p><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                                                                                                                                                                                                                                                                                                                                         | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | RPZ Acquisition                                                                                                                                                                                                                                                                                                                                         | <b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.                                                                                                                                                                                                                                                                                                                                                                |
| Airport                   | RPZ Future Acquisition<br>(This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions). | <b><u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u></b> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.                                               |
| Airport                   | VALE equipment                                                                                                                                                                                                                                                                                                                                          | <b><u>LOW EMISSION SYSTEMS:</u></b> The Sponsor agrees that vehicles and equipment included in this subgrant:<br>1) will be maintained and used at the airport for which they were purchased ;<br>2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA;<br>3) will be clearly labeled using the FAA-designed VALE program emblem;<br>4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer.<br>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions. |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                    | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airport                   | VALE Recharging System             | <b><u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u></b><br>The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Airport or Noise          | Building Allowable Costs (Prorate) | <b><u>BUILDING AIP PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Airport or Noise          | Noise Land                         | <b><u>ACQUISITION OF NOISE LAND:</u></b> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Airport or Noise          | Noise - Annual Report              | <b><u>ANNUAL NOISE REPORT:</u></b> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information:<br><ol style="list-style-type: none"> <li>1) Total noise subgrant funds expended during the fiscal year.</li> <li>2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP).</li> <li>3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.</li> </ol> |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                         | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                                         | <p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| All Sponsor Types         | Plans and Specifications                | <b>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</b> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| All Sponsor Types         | Plans and Specification s Certification | <p><b>PLANS &amp; SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</b> The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p> |
| All Sponsor Types         | Design-Only Subgrants                   | <b>DESIGN SUBGRANT:</b> This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within <b>four (4)</b> years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.                                                                                                                                                                                                                                   |
| All Sponsor Types         | Force account                           | <b>FORCE ACCOUNT:</b> The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project                               | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All Sponsor Types         | Land Acquisition - Revenue and Program Income | <b><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u></b> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.                                                                                                                                                                                                                       |
| All Sponsor Types         | Land acquisition - Relocation                 | <b><u>UNIFORM RELOCATION ACT:</u></b> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| All Sponsor Types         | Noise - mitigation                            | <b><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u></b> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| All Sponsor Types         | Noise Mitigation – Private Land               | <p><b><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u></b> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> <li>1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.</li> <li>2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.</li> </ol> |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project         | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                         | <p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| All Sponsor Types         | Non AIP work in project | <p><b><u>NON-AIP WORK IN APPLICATION:</u></b> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p> |
| All Sponsor Types         | Planning Scope of Work  | <p><b><u>PRELIMINARY SCOPE OF WORK:</u></b> This Subgrant is made and accepted upon the basis of a <b>preliminary scope of work</b>. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

| Sponsor Type <sup>1</sup> | Type of Project           | Special Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                           | Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.                                                                                                                                                                                                                   |
| Airport - Non-primary     | Fuel farms                | <b>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</b> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system. |
| Airport - Non-primary     | Revenue Producing Project | <b>REVENUE PRODUCING PROJECT:</b> The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.                                                                              |
| Airport                   | Land Acquisition          | <b>LAND ACQUISITION:</b> The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.                                                                                                                                                                        |

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

|                                                                                                 |                           |                                |                                                                                     |                |                                  |                                                            |      |
|-------------------------------------------------------------------------------------------------|---------------------------|--------------------------------|-------------------------------------------------------------------------------------|----------------|----------------------------------|------------------------------------------------------------|------|
| PRIME CONSULTANT NAME                                                                           | DBE % REQUIRED            | CONTRACT / AUTH NO.            | BILLING PERIOD<br>TO                                                                | INVOICE NUMBER | SUBMITTAL DATE                   |                                                            |      |
| IS THIS PRIME FIRM MDOT-DBE CERTIFIED? <input type="checkbox"/> YES <input type="checkbox"/> NO |                           |                                | IS THIS THE FINAL INVOICE? <input type="checkbox"/> YES <input type="checkbox"/> NO |                |                                  |                                                            |      |
| CERTIFIED DBE<br>SUBCONSULTANT                                                                  | SERVICES / WORK PERFORMED | TOTAL<br>SUBCONTRACT<br>AMOUNT | TOTAL<br>INVOICED TO<br>DATE                                                        | DEDUCTIONS     | ACTUAL<br>AMOUNT PAID<br>TO DATE | DBE AUTHORIZED<br>SIGNATURE (FINAL<br>PAYMENT REPORT ONLY) | DATE |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |
|                                                                                                 |                           | \$                             | \$                                                                                  |                |                                  |                                                            |      |

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

|                                                                                                                                                  |       |           |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|------|
| AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE |       |           |      |
| PRIME CONSULTANT NAME                                                                                                                            | TITLE | SIGNATURE | DATE |

COMMENTS

## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT PAYMENT ANALYST:**

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free, 1-866-DBE-1264





## **ASSURANCES**

### **AIRPORT SPONSORS**

---

#### **A. General.**



1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere



with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable



classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.



2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** August 3, 2026

**AGENDA ITEM #:** New Business

**SUBJECT:** Temporary Authorization for Inferno, LLC, 53 N. Broad Street, Hillsdale – Letter of Permission

**BACKGROUND PROVIDED BY:** Sam Fry, Assistant City Manager

Inferno, LLC, dba Dante's Inferno, 53 N. Broad Street, Hillsdale, is seeking Temporary Authorization by the Michigan Liquor Control Commission to allow outdoor sales/consumption of alcohol on municipally-owned property during a special event. Inferno, LLC desires to participate in Hillsdale Renaissance's Summer Block Party community event on August 22, 2026 by operating a cordoned off area with seating where alcoholic beverages will be served. The Summer Block Party will be held in the public right-of-way on N. Howell Street, between E. Bacon Street, and McCollum Street, in downtown Hillsdale. A Traffic Control Order for this event was placed under the Consent Agenda for this meeting.

A recommendation for approval by the Chief of Police is required prior to submitting the application to the MLCC. Additionally, if the location of the proposed area is located on municipally-owned property, the licensee must submit written permission from the City with the application. City staff have prepared a letter of permission for Council's consideration.

### **RECOMMENDATION:**

Staff recommend approving the attached letter granting permission for Dante's Inferno, LLC, to serve alcohol on municipally-owned property during Hillsdale Renaissance's Summer Block Party on August 22, 2026, contingent upon receiving Temporary Authorization by MLCC.





97 N Broad Street  
Hillsdale, MI 49242

August 3, 2026

State of Michigan Liquor Control Commission  
PO Box 30005  
Lansing, MI 48909

To Whom It May Concern,

The City of Hillsdale seeks to promote various functions and activities which benefit its citizens as well as the public at large. At a regular meeting of the Hillsdale City Council held on August 3, 2026, a Community Block Party sponsored by Hillsdale Renaissance, LLC was unanimously approved by Council to take place in the downtown district on August 22, 2026. This event encourages the downtown businesses to participate. One such business, Dante's Inferno, LLC ("Applicant"), seeks to open a cordoned off area with seating in which alcoholic beverages will be served. Applicant has asked Council's approval for this service area to be located on City property in order to serve attendees of the event.

After reviewing the request at its regular City Council meeting held on August 3, 2026, the Hillsdale City Council granted permission to Dante's Inferno, LLC, to operate his business and serve alcoholic beverages on City property with the proper licensing and insurance on August 22, 2026.

Sincerely submitted,

Scott Sessions, Mayor  
City of Hillsdale

# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** August 3, 2026

**Agenda Item :** New Business

**SUBJECT:** Baw Beese Trail – HMA Repair, Seal Coat – Contract Extension  
(Change Order)

**BACKGROUND PROVIDED BY:** Jason Blake, Director of Public Services  
Rob Stiverson, City Engineer

### **PROJECT BACKGROUND:**

Previously, City staff developed project documents for the reconstruction of Baw Beese Scenic Trail between Barnard St. and Sandy Beach. This project includes 1.43 miles of crack repair, crack sealing, and seal coat of 10ft wide Asphalt walking/bike Trail. Crack repair involves saw cutting and removing small patches of asphalt, regrading and shaping base materials and patching with HMA. Crack sealing cracks greater 1/8" in width as coordinated with City Representative, and seal coating entire surface. This project was awarded to the lowest bidder Thomson Construction during the May 4, 2026 Council Meeting.

Due to Thompson Asphalt's unit price bid being under the recommended and approved budget of \$50,000, project limits were extended from Barnard St. west to Short St., additional .82 miles, with a total project cost of \$48,922.89. Project was completed and open to pedestrian traffic prior to the end of the 25-26 fiscal year, June 30, 2026.

Thompson Asphalt has contacted the City to extend their previously bid unit pricing for the remaining bike path repairs, N. West to M99 and Hillsdale St. to Logan St. (1.68 miles). The approved 26-27 FY budget includes \$50,000 for additional repairs to the Scenic Trail.

As this is a unit price contract, project payments are based solely on the exact quantities utilized for each bid line item. A contingency amount is requested to cover project changes that may occur due to any unforeseen items of work that may be necessary during construction.

### **RECOMMENDATION:**

Staff recommend for City Council to extend the current contract with Thompson Asphalt Products of Coldwater, MI to include remaining repairs of the Baw Beese Scenic Trail between N. West and M99 in addition to Hillsdale St. to Logan St. in the amount of \$30,407 with an additional contingency amount of \$3,093 for a total additional cost of \$35,000. Upon approval, City Council authorizes the City Manager to sign Contract Change Order #4 (attached),

# Change Order No. 4

Date of Issuance: 6/24/2026 Effective Date: \_\_\_\_\_

|                                           |                                    |                       |
|-------------------------------------------|------------------------------------|-----------------------|
| Project:<br><i>Baw Beese Scenic Trail</i> | Owner:<br><i>City of Hillsdale</i> | Owner's Contract No.: |
|-------------------------------------------|------------------------------------|-----------------------|

|                                                                     |                                       |
|---------------------------------------------------------------------|---------------------------------------|
| Contract:<br><i>Baw Beese Scenic Trail - Sandy Beach to Barnard</i> | Date of Contract:<br><i>19-May-26</i> |
|---------------------------------------------------------------------|---------------------------------------|

|                                                      |                                    |
|------------------------------------------------------|------------------------------------|
| Contractor:<br><i>Thompson Asphalt Products, LLC</i> | Project No.:<br><i>PO 26-17028</i> |
|------------------------------------------------------|------------------------------------|

## The Contract Documents are modified as follows upon execution of this Change Order:

### Description:

Added Crack Repair and seal coat of the Baw Beese Scenic Trail from West St to M99, and Logan to Hillsdale St.

## Attachments (list documents supporting change):

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 29,715.60

[Increase] ~~[Decrease]~~ from previously approved  
Change Orders No. 0 to No. 3 :

\$ 19,207.29

Contract Price prior to this Change Order:

\$ 48,922.89

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 30,407.00

Contract Price incorporating this Change Order:

\$ 79,329.89

### CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial completion (days or date):  
Ready for final payment (days or date):

Working days x Calendar days

November 15, 2026  
November 30, 2026

[Increase] ~~[Decrease]~~ from previously approved Change Orders  
No. 0 to No. 3 :

Substantial completion (days):  
Ready for final payment (days):

June 30, 2026  
June 30, 2026

Contract Times prior to this Change Order:

Substantial completion (days or date):  
Ready for final payment (days or date):

June 30, 2026  
June 30, 2026

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date):  
Ready for final payment (days or date):

May 28, 2027  
May 28, 2027

Contract Times with all approved Change Orders:

Substantial completion (days or date):  
Ready for final payment (days or date):

May 28, 2027  
May 28, 2027

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

  
Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date: 7/29/2026

Date:

Date:

Approved by Funding Agency (if applicable):

Date:

# Change Order

## No. 4

## Support Documentation

[illegible]

# **City of Hillsdale**

## **Agenda Item Summary**

**MEETING DATE:** August 3, 2026

**AGENDA ITEM #:** New Business

**SUBJECT:** Hannah Michelle - FOIA Cost Appeal

**BACKGROUND PROVIDED BY:** David Mackie, City Manager / FOIA Coordinator

Attached is Hannah Michelle's FOIA processing fee appeal dated July 30, 2026. Ms. Hannah is requesting her \$57.00 FOIA processing fee be waived based on the grounds that her requests are for "community awareness, educational purposes, government transparency, and legal awareness, and not for commercial purposes or private financial gain." To date Ms. Hannah has requested 18 FOIAs for arrest bodycam footage. 10 FOIAs have been responded to, which 9 were denied for no records. The \$57.00 processing fee is for these 10 FOIAs. The remaining 8 FOIAs were placed on hold pending the result of this appeal and subsequently Ms. Hannah's decision to pay if her appeal is denied.

As FOIA Coordinator, I recommend denying this appeal.

### **RECOMMENDATION:**

City Council discuss and decide whether to wave Hannah Michelle's FOIA processing fees.



**From:** Hannah Michelle [<mailto:hannahmichelle0198@gmail.com>]  
**Sent:** Thursday, July 30, 2026 3:59 AM  
**To:** Rene Hunt <[rhunt@cityofhillsdale.org](mailto:rhunt@cityofhillsdale.org)>  
**Subject:** Re: FW: Request for Electronic Copies of Arrest-Related Video Recordings – Jesse James Mireles (February 15, 2026)

Dear Sir or Madam,

Yes, I wish to appeal the fee and respectfully request a fee waiver. Please consider this email as confirmation of my appeal.

Thank you for your consideration.

Sincerely,

Hannah Michelle  
[hannahmichelle0198@gmail.com](mailto:hannahmichelle0198@gmail.com)

On Wed, Jul 29, 2026 at 11:10 PM Rene Hunt <[rhunt@cityofhillsdale.org](mailto:rhunt@cityofhillsdale.org)> wrote:

Hello,

This is a follow up email regarding your request for a fee waiver. Do you wish to appeal the fee? If so , we need your response by the end of the business day today (5:00 PM).

Your attendance is not necessary, we just need confirmation of your appeal to the fee.

Rene Hunt

Administrative Assistant

Hillsdale City Police Dept.

**From:** FOIA

**Sent:** Tuesday, July 28, 2026 9:05 AM

**To:** Hannah Michelle <[hannahmichelle0198@gmail.com](mailto:hannahmichelle0198@gmail.com)>; FOIA <[foia@cityofhillsdale.org](mailto:foia@cityofhillsdale.org)>

**Cc:** David Mackie <[dmackie@cityofhillsdale.org](mailto:dmackie@cityofhillsdale.org)>; Kristopher Joswiak <[kjoswiak@cityofhillsdale.org](mailto:kjoswiak@cityofhillsdale.org)>; Laura Sergent <[lsergent@cityofhillsdale.org](mailto:lsergent@cityofhillsdale.org)>; Katy Price <[clerk@cityofhillsdale.org](mailto:clerk@cityofhillsdale.org)>; Brandon Janes <[bjanes@hillsdalebpu.com](mailto:bjanes@hillsdalebpu.com)>

**Subject:** RE: Request for Electronic Copies of Arrest-Related Video Recordings – Jesse James Mireles (February 15, 2026)

In order to receive such a waiver, you will need to make the appeal to City Council. It would be best to do this in person. Our next City Council meeting is August 3, 2026 at 7:00 PM. Location is below.

City Council Chambers

City Hall

97 N. Broad St.

Hillsdale, MI 49242

Please note, as in the message below, all further requests will require 100% payment of estimated fees until this request for the waiver is resolved.



*Rene A. Hunt*

Executive Assistant

Hillsdale City Police Department

97 N. Broad St.

Hillsdale, Michigan 49242

517-437-6460

[rhunt@cityofhillsdale.org](mailto:rhunt@cityofhillsdale.org)

**From:** Hannah Michelle [<mailto:hannahmichelle0198@gmail.com>]

**Sent:** Tuesday, July 28, 2026 4:17 AM

**To:** FOIA <[foia@cityofhillsdale.org](mailto:foia@cityofhillsdale.org)>

**Subject:** Re: Request for Electronic Copies of Arrest-Related Video Recordings – Jesse James Mireles (February 15, 2026)

Thank you for your message.

I respectfully request a waiver of the applicable fees for my public records request, as the records are being requested for community awareness, educational purposes, government transparency, and legal awareness, and not for commercial purposes or private financial gain.

I would greatly appreciate your consideration of my fee waiver request.

Thank you for your assistance.

Sincerely,

Hannah Michelle  
[hannahmichelle0198@gmail.com](mailto:hannahmichelle0198@gmail.com)

# INVOICE

DATE:  
July 22, 2026

For:  
FOIA Request

Make all checks payable to City of Hillsdale  
Credit Card payments can be made to the City Clerk's office at 517-437-6441  
Terms: Due in 30 Days

**THANK YOU FOR YOUR BUSINESS!**



# PROCLAMATION

## HONORING THE RETIREMENT OF ERIC SHEFFER

**WHEREAS**, the City of Hillsdale and the Hillsdale Board of Public Utilities are privileged to recognize the dedicated public servants whose commitment and professionalism ensure the safety, reliability, and quality of life enjoyed by our residents every day; and

**WHEREAS**, Eric Sheffer began his career with the Hillsdale Board of Public Utilities on June 10, 1996, as an Apprentice Lineman, and through hard work, determination, and an unwavering dedication to his craft advanced to Journeyman Lineman and ultimately Electric Foreman, earning the respect of his fellow employees through his leadership, sound judgement, and extensive technical knowledge; and

**WHEREAS**, the work of a lineworker demands service at all hours of the day and night, in rain, snow, ice, high winds, and extreme temperatures, and Eric answered that call time and again, willingly responding whenever he was needed, working countless long hours away from home during storms and emergencies to restore power, protect public safety, and ensure the residents of Hillsdale could depend upon a safe and reliable electric system; and

**WHEREAS**, Eric's years of experience, steady leadership, and willingness to share his knowledge made him a trusted mentor to fellow lineworkers and Board of Public Utilities staff, leaving behind not only a stronger electric system, but also a lasting example of professionalism, integrity, and selfless public service;

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Mayor and City Council of the City of Hillsdale do hereby express their sincere gratitude and appreciation to Eric Sheffer for his more than thirty years of exceptional service to the Hillsdale Board of Public Utilities and to the citizens of Hillsdale.

**BE IT FURTHER PROCLAIMED**, that we congratulate Eric on the occasion of his retirement, thank him for his steadfast commitment, sacrifice, leadership, and friendship, and extend our best wishes to him and his family for many years of health, happiness, and fulfillment in this well-earned retirement.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hillsdale to be affixed this 3<sup>rd</sup> day of August 2026.

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Scott M. Sessions, Mayor