

City Council Agenda

September 8, 2026
7:00 p.m.

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

- I. Call to Order and Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Public Comments on Agenda Items**
- V. Consent Agenda**
 - A. Approval of Bills
 - 1. City and BPU Claims of August 13, 2026: \$611,025.21
 - 2. Payroll of August 13, 2026: \$222,116.81
 - B. City Council Minutes of August 17, 2026
 - C. Finance Minutes of August 17, 2026
 - D. TIFA Target Development Minutes of August 11, 2026
 - E. TIFA Review Committee Minutes of August 12, 2026
 - F. TIFA Informational Meeting Minutes of August 18, 2026
 - G. Planning Commission Minutes of August 19, 2026
 - H. TIFA Special Meeting Minutes of August 25, 2026
 - I. Hillsdale College Homecoming Street Use Agreement
 - J. MDOT M99 Concrete Repairs
 - K. City Bow Hunting Program
- VI. Communications/Petitions**
 - A. Nuisance- 54 Westwood St. Abatement Update
 - B. Hillsdale County Commissioner Verbal Update- Doug Ingles
- VII. Introduction and Adoption of Ordinances/Public Hearing**
- VIII. Old Business**
 - A. 64 Spring St. Abatement Update
- IX. New Business**
 - A. Certification of Abandoned Property for Accelerated Forfeiture Act (Resolution)
 - B. Restated TIFA Rules of Procedure
 - C. Set Public Hearing – Restated TIFA Development Plan
 - D. Pavement Marking Bid Award
 - E. MDOT Agreement – Hallett Street Railroad Bridge Replacement
- X. Miscellaneous Reports**
 - A. Proclamation: None
 - B. Appointment: None
 - C. Other- Moment of Silence for Honorable Circuit Judge Sara Lisznyai

XI. General Public Comment

XII. City Manager's Report

XIII. Council Comment

XIV. Adjournment

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 08/13/2026 - 08/13/2026
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-249.999	OVERPAYMENT REFUND RECEIPT #1054	ROBERT CARRIER	OVERPAYMENT REFUND RECEIPT #105460	125.00	113389
Total For Dept 000.000				125.00	
Dept 175.000 ADMINISTRATIVE SERVICES					
101-175.000-802.000	NET ADMIN JUL 26	SONIT SYSTEMS, LLC	NET ADMIN JUL 26	910.00	113394
101-175.000-806.000	LEGAL FEES - JULY 2026	LOVINGER & THOMPSON, PC	LEGAL FEES - JULY 2026	2,622.89	113367
101-175.000-806.000	DEDUCTIBLE - HOPE HARBOR	TRAVELERS INSURANCE COMPAN	DEDUCTIBLE - HOPE HARBOR	1,224.00	113412
Total For Dept 175.000 ADMINISTRATIVE SERVICES				4,756.89	
Dept 191.000 FINANCE DEPARTMENT					
101-191.000-726.000	CALCULATOR RIBBON, STORAGE BOXES	CURRENT OFFICE SOLUTIONS	CALCULATOR RIBBON, STORAGE BOXES	137.45	113325
101-191.000-726.000	RETURN: CALCULATOR RIBBON	CURRENT OFFICE SOLUTIONS	RETURN: CALCULATOR RIBBON	(105.03)	113325
101-191.000-726.000	STORAGE BOXES	CURRENT OFFICE SOLUTIONS	STORAGE BOXES	84.99	113325
Total For Dept 191.000 FINANCE DEPARTMENT				117.41	
Dept 215.000 CITY CLERK DEPARTMENT					
101-215.000-801.000	COPIES LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIES LEASES - CITY	233.37	113325
101-215.000-905.000	PUB NOTS - PH ZBA 16 HILLSDALE,	USA TODAY MEDIA CORP	PUB NOTS - PH ZBA 16 HILLSDALE, ORD 26-	247.60	113404
Total For Dept 215.000 CITY CLERK DEPARTMENT				480.97	
Dept 253.000 CITY TREASURER					
101-253.000-964.000	BILL BACK - PARCEL 006-126-277-0	HILLSDALE CO TREASURER	BILL BACK - PARCEL 006-126-277-07	278.00	113348
Total For Dept 253.000 CITY TREASURER				278.00	
Dept 257.000 ASSESSING DEPARTMENT					
101-257.000-801.000	COPIES LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIES LEASES - CITY	123.27	113325
101-257.000-860.000	JULY FUEL - ASSESSING	WATKINS TRANSPORT INC	JULY FUEL - DPS, ENGINEERING, ASSESSING	64.93	113408
Total For Dept 257.000 ASSESSING DEPARTMENT				188.20	
Dept 262.000 ELECTIONS					
101-262.000-801.000	ELECTIONS INSPECTORELECTION INSP	ALICIA SAUBER	ELECTION INSPECTOR WAGES CHAIR	308.50	113306
101-262.000-801.000	ELECTION INSPECTOR WAGES	ANTHONY ALAN VEAR	ELECTION INSPECTOR WAGES	180.00	113309
101-262.000-801.000	ELECTION INSPECTOR WAGES	BRYN ADAMS	ELECTION INSPECTOR WAGES	288.00	113314
101-262.000-801.000	ELECTION TRAINING	CATHY KELEMEN	ELECTION TRAINING	54.00	113316
101-262.000-801.000	ELECTION INSPECTOR WAGES	DEBRA S. REISTER	ELECTION INSPECTOR WAGES	346.50	113326
101-262.000-801.000	INSPECTOR CHAIR, ELECTION WAGES	ELIZABETH WILDS	INSPECTOR CHAIR, ELECTION WAGES	385.00	113333
101-262.000-801.000	ELECTION INSPECTOR CHAIR WAGES	HILARY PLUMMER	ELECTION INSPECTOR CHAIR WAGES	412.00	113347
101-262.000-801.000	ELECTION INSPECTOR WAGES	JASON SELPH	ELECTION INSPECTOR WAGES	342.00	113355
101-262.000-801.000	ELECTION INSPECTOR WAGES	KELLIE HENDERSHOT	ELECTION INSPECTOR WAGES	261.00	113359
101-262.000-801.000	ELECTION INSPECTOR WAGES	KRISTINE A. PRINCE	ELECTION INSPECTOR WAGES	342.00	113360
101-262.000-801.000	ELECTION INSPECTOR WAGES	MARCIA M. WEYER	ELECTION INSPECTOR WAGES,	382.50	113368
101-262.000-801.000	ELECTION INSPECTOR WAGES	MARIA ANSETT	ELECTION INSPECTOR WAGES	346.50	113369
101-262.000-801.000	ELECTION INSPECTOR WAGES	MIKE PRINCE	ELECTION INSPECTOR WAGES	346.50	113374
101-262.000-801.000	ELECTION INSPECTOR CHAIR WAGES	REBEKAH JEAN DANE	ELECTION INSPECTOR CHAIR WAGES	367.00	113385
101-262.000-801.000	ELECTION INSPECTOR WAGES	SHERI L. INGLES	ELECTION INSPECTOR WAGES	292.50	113392
101-262.000-801.000	ELECTION INSPECTOR WAGES	SHERRY LYNN VEAR	ELECTION INSPECTOR WAGES	180.00	113393
101-262.000-801.000	ELECTION INSPECTOR WAGES	SUSAN BILLINGS	ELECTION INSPECTOR WAGES	378.00	113398
101-262.000-801.000	ELECTION INSPECTOR PAY	SUSAN L. BURNS	INSPECTOR WAGES	310.50	113399
101-262.000-801.000	ELECTION INSPECTOR WAGES	TONYA MCCALLISTER	ELECTION INSPECTOR WAGES	346.50	113400
101-262.000-956.200	ELECTION INSPECTOR MEALS 8.4.26	HILLSDALE FILLING STATION	ELECTION INSPECTOR MEALS 8.4.26	579.07	113349
Total For Dept 262.000 ELECTIONS				6,448.07	
Dept 265.000 BUILDING AND GROUNDS					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 265.000 BUILDING AND GROUNDS					
101-265.000-726.000	SQUAD ROOM - CITY HALL	GELZER HJ & SON INC	SQUAD ROOM - CITY HALL	3.58	113343
101-265.000-726.000	WATER - CITY HALL	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	13.30	113346
101-265.000-801.000	MATS - CITY HALL	CINTAS CORPORATION	MATS - CITY HALL	29.60	113318
101-265.000-801.000	MATS - CITY HALL	CINTAS CORPORATION	MATS - CITY HALL	29.60	113318
101-265.000-801.000	BPU CITY HAUL CLEANING JULY 2026	EAST 2 WEST ENTERPRISES, I	BPU CITY HAUL CLEANING JULY 2026	675.00	113332
101-265.000-801.000	CARPETING - PD SQUAD ROOM	WILLOWBROOK INTERIORS	CARPETING - PD SQUAD ROOM	2,456.55	113410
101-265.000-850.000	TELEPHONE - CITY HALL	ACD.NET	TELEPHONE - CITY HALL	58.49	113304
101-265.000-930.000	SYSTEM CHANGE OVER - CITY HALL	JC MECHANICAL SERVICES, I	SYSTEM CHANGE OVER - CITY HALL	1,740.32	113356
Total For Dept 265.000 BUILDING AND GROUNDS				5,006.44	
Dept 301.000 POLICE DEPARTMENT					
101-301.000-726.000	RUBBER BANDS	AMAZON CAPITAL SERVICES, I	RUBBER BANDS	5.40	113307
101-301.000-726.000	VACUUM SEALER BAGS	AMAZON CAPITAL SERVICES, I	VACUUM SEALER BAGS	53.98	113307
101-301.000-730.000	POLICE VEH/EQUIP MAINT SUPPLIES	PERFORMANCE AUTOMOTIVE	COOLING LEAK DETECTOR KIT, COOLANT #25	35.18	113380
101-301.000-740.301	FUEL & LUBRICANTS - POLICE	WATKINS TRANSPORT INC	POLICE FUEL JULY 2026	4,698.37	113408
101-301.000-742.000	BOOT STRINGS AND SEATBELT CUTTER	LEVI STOLL	BOOTS STRINGS AND SEATBELT CUTTER FOR F	194.24	113364
101-301.000-742.000	SHIPPING FOR INVOICES 70132148 A	PRIORITY ONE EMERGENCY INC	SHIPPING FOR INVOICES 70132148 AND 7013	20.53	113382
101-301.000-742.000	CLASS A UNIFORM FOR CHIEF JOSWIA	PRIORITY ONE EMERGENCY INC	CLASS A UNIFORM FOR CHIEF JOSWIAK	195.92	113382
101-301.000-742.000	PDU PANTS NAVY (2) FOR GIMENEZ	PRIORITY ONE EMERGENCY INC	PDU PANTS NAVY (2) FOR GIMENEZ	191.98	113382
101-301.000-801.000	CODEPROOF MDM CJIS	CODEPROOF TECHNOLOGIES INC	CODEPROOF MDM CJIS	768.00	113319
101-301.000-801.000	COPIES LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIES LEASES - CITY	39.46	113325
101-301.000-801.000	TLO POLICE - JULY 2026	TRANSUNION RISK AND ALTERN	TLO POLICE - JULY 2026	100.00	113401
101-301.000-930.000	UNIT 2-9 ARM AND BALL JOINT	PARNEY'S CAR CARE, LLC	UNIT 2-9 ARM AND BALL JOINT	659.88	113378
101-301.000-930.000	OIL CHANGE 2022 POLICE UNIT 2-8	PARNEY'S CAR CARE, LLC	OIL CHANGE 2022 POLICE UNIT 2-8	46.00	113378
101-301.000-956.000	ANYTIME FITNESS MEMBERSHIP 2026	LEVI STOLL	BOOTS STRINGS AND SEATBELT CUTTER FOR F	100.00	113364
Total For Dept 301.000 POLICE DEPARTMENT				7,108.94	
Dept 336.000 FIRE DEPARTMENT					
101-336.000-740.000	FIRE FUEL JULY 2026	WATKINS TRANSPORT INC	FIRE FUEL JULY 2026	486.65	113408
101-336.000-742.000	POLO SHIRT (1) FOR FIRE HAWKINS	PRIORITY ONE EMERGENCY INC	POLO SHIRTS FOR FIRE HALLECK HAWKINS BU	339.96	113382
101-336.000-801.000	REFLASHED UPPER NORTH SIDE OF FI	BRAMAN ROOFING	REFLASHED UPPER NORTH SIDE OF FIRE ROOF	96.00	113312
101-336.000-930.000	WORK ON TRUCK 332 FIRE FUEL FILT	DEPENDABLE FIRE APPARATUS	WORK ON TRUCK 332 FIRE FUEL FILTER	547.69	113328
101-336.000-930.000	WORK ON TRUCK 332 FIRE FREON AC	DEPENDABLE FIRE APPARATUS	WORK ON TRUCK 332 FIRE FREON AC	380.54	113328
101-336.000-930.000	WORK ON TRUCK 333 SERVICE CALL B	DEPENDABLE FIRE APPARATUS	WORK ON TRUCK 333 SERVICE CALL BAD CIRC	857.50	113328
101-336.000-930.000	WORK ON FIRE TRUCK 331 TANK GAGU	DEPENDABLE FIRE APPARATUS	WORK ON FIRE TRUCK 331 TANK GAGUE	493.04	113328
101-336.000-930.000	WORK ON FIRE TRUCK 342 REPLACE B	DEPENDABLE FIRE APPARATUS	WORK ON FIRE TRUCK 342 REPLACE BROKEN I	855.05	113328
101-336.000-930.000	WORK ON FIRE TRUCK 331 REPLACED	DEPENDABLE FIRE APPARATUS	WORK ON FIRE TRUCK 331 REPLACED DRIVESF	331.84	113328
101-336.000-930.000	AIR COMPRESSOR SERVICE AND TRAVE	GREAT LAKES BREATHING AIR	AIR COMPRESSOR SERVICE AND TRAVEL FEES	1,276.85	113344
101-336.000-930.000	FIRE TRUCK 22 F550 OIL CHANGE	PARNEY'S CAR CARE, LLC	FIRE TRUCK 22 F550 OIL CHANGE	256.01	113378
Total For Dept 336.000 FIRE DEPARTMENT				5,921.13	
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
101-441.000-726.000	TAPE, STICKY NOTES	AMAZON CAPITAL SERVICES, I	TAPE, STICKY NOTES	17.79	113307
101-441.000-726.000	WATER - 149 WATERWORKS	HEFFERNAN SOFT WATER SERV	WATER DELIVERY SERVICE	13.30	113346
101-441.000-726.000	BOWL CLEANER, HAND TOWEL	KSS ENTERPRISES	BOWL CLEANER, HAND TOWEL	109.23	113361
101-441.000-726.000	MASON LINE, MEASURING WHEEL, SMA	MORIARTY MACHINERY & SUPPI	MASON LINE, MEASURING WHEEL, SMART LEVE	640.60	113375
101-441.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	154.31	113318
101-441.000-742.000	UNIFORM ALLOWANCE	LEWIS DINGESS	UNIFORM ALLOWANCE	57.20	113365
101-441.000-801.000	MATS, MOP	CINTAS CORPORATION	MATS, SHOP RAGS, FENDER COVER, MOP	50.44	113318
101-441.000-801.000	MATS, ,MOP	CINTAS CORPORATION	MATS, SHOP RAGS, FENDER COVER, MOP	50.44	113318
101-441.000-801.000	DUST CONTROL	CORRIGAN ENVIRONMENTAL SOI	DUST CONTROL	622.00	113323
101-441.000-801.000	COPIES LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIES LEASES - CITY	198.36	113325
101-441.000-955.588	DOT PHYSICAL	SAMUEL THOMAS	DOT PHYSICAL	110.00	113351

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Fund 101 GENERAL FUND					
Dept 441.000 PUBLIC SERVICES DEPARTMENT					
Total For Dept 441.000 PUBLIC SERVICES DEPARTMENT				2,023.67	
Dept 447.000 ENGINEERING SERVICES					
101-447.000-860.000	JULY FUEL - ENGINEERING	WATKINS TRANSPORT INC	JULY FUEL - DPS, ENGINEERING, ASSESSING	107.43	113408
Total For Dept 447.000 ENGINEERING SERVICES				107.43	
Dept 567.000 CEMETERIES					
101-567.000-801.000	TREE TRIMMING/REMOVAL	LONSBERRY, JEFFREY	TREE TRIMMING/REMOVAL	3,300.00	113322
101-567.000-801.000	PORTA POT SERVICE - CEMETERIES	LAPEW SANITATION - THOMAS	PORT-POT SERVICE	110.00	113362
Total For Dept 567.000 CEMETERIES				3,410.00	
Dept 595.000 AIRPORT					
101-595.000-801.000	MERCHANT EQUIP RENTAL BILLING	AVFUEL CORP	MERCHANT EQUIP RENTAL BILLING	20.00	1534
101-595.000-801.000	REFUELING TRUCK RENTAL BILLING	AVFUEL CORP	REFUELING TRUCK RENTAL BILLING	950.00	1534
101-595.000-850.000	TELEPHONE - AIRPORT	ACD.NET	TELEPHONE - AIRPORT	39.01	113304
Total For Dept 595.000 AIRPORT				1,009.01	
Dept 701.000 PLANNING DEPARTMENT					
101-701.000-726.000	CODE ENFORCEMENT TOOLS	GELZER HJ & SON INC	CODE ENFORCEMENT TOOLS	14.99	113336
101-701.000-801.000	COPIES LEASES - CITY	CURRENT OFFICE SOLUTIONS	COPIES LEASES - CITY	123.27	113325
Total For Dept 701.000 PLANNING DEPARTMENT				138.26	
Dept 756.000 PARKS					
101-756.000-801.000	TREE TRIM STORM DAMAGE WATERWORK	LONSBERRY, JEFFREY	TREE TRIM STORM DAMAGE WATERWORKS	1,400.00	113322
101-756.000-801.000	DUST CONTROL	CORRIGAN ENVIRONMENTAL	SOI DUST CONTROL	913.00	113323
101-756.000-801.000	PORTA POT SERVICES - PARKS	LAPEW SANITATION - THOMAS	PORT-POT SERVICE	2,325.00	113362
101-756.000-801.000	URINAL REPAIR - SANDY BEACH	RYAN & BRADSHAW, INC.	URINAL REPAIR - SANDY BEACH	258.20	113390
Total For Dept 756.000 PARKS				4,896.20	
Total For Fund 101 GENERAL FUND				42,015.62	
Fund 202 MAJOR ST./TRUNKLINE FUND					
Dept 450.000 STREET SURFACE					
202-450.000-801.000	DUST CONTROL	CORRIGAN ENVIRONMENTAL	SOI DUST CONTROL	1,885.00	113323
Total For Dept 450.000 STREET SURFACE				1,885.00	
Dept 470.000 TREES					
202-470.000-801.000	TREE TRIMMING/REMOVAL	LONSBERRY, JEFFREY	TREE TRIMMING/REMOVAL	4,037.50	113322
202-470.000-801.000	EMERGENCY TREE REMOVAL 14 SOUTH	PROFESSIONAL TREE CARE LLC	EMERGENCY TREE REMOVAL 14 SOUTH STREET	2,887.50	113383
Total For Dept 470.000 TREES				6,925.00	
Dept 490.000 TRAFFIC					
202-490.000-726.000	LEFT OVERLAY	MORIARTY MACHINERY & SUPPL	LEFT OVERLAY	12.50	113375
Total For Dept 490.000 TRAFFIC				12.50	
Dept 900.000 CAPITAL OUTLAY					
202-900.000-970.000-215076	STREET RECONSTRUCTION - ARCH AVE	PARRISH EXCAVATING, INC.	STREET RECONSTRUCTION - ARCH AVE - MECH	313,318.79	113379
Total For Dept 900.000 CAPITAL OUTLAY				313,318.79	
Total For Fund 202 MAJOR ST./TRUNKLINE FUND				322,141.29	
Fund 203 LOCAL STREET FUND					
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-726.000	SUPPLIES	DOUBLE A LANDSCAPING & SUP	STRAW BLANKET ROLLS	106.00	113280

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Fund 203 LOCAL STREET FUND					
Dept 460.000 R.O.W. MAINTENANCE					
203-460.000-726.000	STRAW BLANET - BARBER DR	DOUBLE A LAWNSCAPING & SUI	STRAW BLANKET ROLLS - BARBER DR	70.00	113330
		Total For Dept 460.000 R.O.W. MAINTENANCE		176.00	
Dept 470.000 TREES					
203-470.000-801.000	TREE TRIMMING/REMOVAL	LONSBERY, JEFFREY	TREE TRIMMING/REMOVAL	50.00	113322
		Total For Dept 470.000 TREES		50.00	
Dept 480.000 DRAINAGE					
203-480.000-726.000	MORTAR - CATCH BASIN INSTALL	JONESVILLE LUMBER	70# BAG BLOCK MORTAR	164.94	113358
		Total For Dept 480.000 DRAINAGE		164.94	
Dept 490.000 TRAFFIC					
203-490.000-726.000	LEFT OVERLAY	MORIARTY MACHINERY & SUPPI	LEFT OVERLAY	12.50	113375
		Total For Dept 490.000 TRAFFIC		12.50	
		Total For Fund 203 LOCAL STREET FUND		403.44	
Fund 204 MUNICIPAL STREET FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
204-175.000-964.000	BILL BACK - PARCEL 006-126-277-0	HILLSDALE CO TREASURER	BILL BACK - PARCEL 006-126-277-07	138.83	113348
		Total For Dept 175.000 ADMINISTRATIVE SERVICES		138.83	
		Total For Fund 204 MUNICIPAL STREET FUND		138.83	
Fund 208 RECREATION FUND					
Dept 000.000					
208-000.000-263.000	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	111.55	700
208-000.000-692.000	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	(0.56)	700
		Total For Dept 000.000		110.99	
Dept 751.000 RECREATION DEPARTMENT					
208-751.000-726.000	2026 T-BALL & COACH PITCH MEDALS	COUNTRY SIDE TROPHIES	2026 T-BALL & COACH PITCH MEDALS/TROPHI	770.60	113324
208-751.000-726.000	SCOREBOOK	GELZER HJ & SON INC	SCOREBOOK	8.99	113339
208-751.000-726.000	SOFTBALLS	GELZER HJ & SON INC	SOFTBALLS	59.98	113340
208-751.000-726.000	BASEBALLS	GELZER HJ & SON INC	BASEBALLS	29.99	113341
208-751.000-726.000	BASEBALLS	GELZER HJ & SON INC	BASEBALLS	69.99	113342
208-751.000-726.006	TIME CARDS - BEACH	AMAZON CAPITAL SERVICES, I	TIME CARDS - BEACH	17.97	113307
208-751.000-726.006	STEEL STAKES, TRASH CAN CORDS	GELZER HJ & SON INC	STEEL STAKES, TRASH CAN CORDS	43.06	113338
208-751.000-726.006	BOWL CLEANER, HAND TOWEL - BEACH	KSS ENTERPRISES	BOWL CLEANER, HAND TOWEL	109.23	113361
208-751.000-726.006	DAY PASSES	STOCKHOUSE CORPORATION	DAY PASSES	390.00	113397
208-751.000-801.008	COACH PITCH UMPIRING	BRIAN EVERETT WAHTOLA	COACH PITCH UMPIRING	60.00	113313
208-751.000-801.008	COACH PITCH UMPITING	TRAVIS LEE STUKEY	COACH PITCH UMPITING	270.00	113402
208-751.000-801.008	CONTRACTUAL SERVICES - OFFICIATI	WILLIAM J. MULLALY	COACH PITCH UMPIRING	540.00	113409
208-751.000-801.011	DOCK INSTALLATION	DOCK BROTHERS, LLC	DOCK INSTALLATION	2,835.00	113329
		Total For Dept 751.000 RECREATION DEPARTMENT		5,204.81	
		Total For Fund 208 RECREATION FUND		5,315.80	
Fund 247 TAX INCREMENT FINANCE ATH.					
Dept 900.000 CAPITAL OUTLAY					
247-900.000-806.000	TRANSFER OF DAWN THEATER LIQUOR	ADKISON NEED ALLEN & RENTF	TRANSFER OF DAWN THEATER LIQUOR LICENSE	156.00	113305
		Total For Dept 900.000 CAPITAL OUTLAY		156.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 247 TAX INCREMENT FINANCE ATH.					
Total For Fund 247 TAX INCREMENT FINANCE ATH.				156.00	
Fund 271 LIBRARY FUND					
Dept 790.000 LIBRARY					
271-790.000-726.000	PAPER TOWEL AND TOILET PAPER	AMAZON CAPITAL SERVICES, 1	PAPER TOWEL AND TOILET PAPER	51.48	113307
271-790.000-726.000	3D FILAMENT	AMAZON CAPITAL SERVICES, 1	3D FILAMENT	43.99	113307
271-790.000-726.000	3D FILAMENT	AMAZON CAPITAL SERVICES, 1	3D FILAMENT	24.29	113307
271-790.000-726.000	DESK CHAIR - RETURNING	AMAZON CAPITAL SERVICES, 1	DESK CHAIR - RETURNING	91.99	113307
271-790.000-726.000	WATER - LIBRARY	HEFFERNAN SOFT WATER SERVI	WATER DELIVERY SERVICE	13.30	113346
271-790.000-801.000	MONTHLY COPIER LEASE AND PRINTS	CURRENT OFFICE SOLUTIONS	MONTHLY COPIER LEASE AND PRINTS	228.98	113325
271-790.000-801.000	MONTHLY FOYER AND BATHROOM CLEAN	EAST 2 WEST ENTERPRISES, 1	MONTHLY FOYER AND BATHROOM CLEANING	445.00	113332
271-790.000-801.000	WATER COOLER RENTAL	HEFFERNAN SOFT WATER SERVI	WATER COOLER RENTAL	12.00	113346
271-790.000-801.000	STATE AID PAYMENT TO COOPERATIVE	WOODLANDS LIBRARY COOPERAT	STATE AID PAYMENT TO COOPERATIVE	3,180.17	113411
271-790.000-802.000	NET ADMIN JUL 26	SONIT SYSTEMS, LLC	NET ADMIN JUL 26	260.00	113394
271-790.000-850.000	TELEPHONE - LIBRARY	ACD.NET	TELEPHONE - LIBRARY	19.54	113304
271-790.000-964.000	BILL BACK - PARCEL 006-126-277-0	HILLSDALE CO TREASURER	BILL BACK - PARCEL 006-126-277-07	21.18	113348
271-790.000-982.000	BOOKS - AUG26 ADULT	AMAZON CAPITAL SERVICES, 1	BOOKS - AUG26 ADULT	28.98	113307
271-790.000-982.000	ACCIDENTAL DUPLICATE PURCHASE	AMAZON CAPITAL SERVICES, 1	ACCIDENTAL DUPLICATE PURCHASE	(24.99)	113307
271-790.000-982.000	BOOKS - AUG26 ADULT	AMAZON CAPITAL SERVICES, 1	BOOKS - AUG26 ADULT	103.63	113307
271-790.000-982.000	BOOKS - AUG26 ADULT	AMAZON CAPITAL SERVICES, 1	BOOKS - AUG26 ADULT	16.50	113307
271-790.000-982.000	BOOKS - JUL26 ADULT	INGRAM LIBRARY SERVICES	BOOKS - JUL26 ADULT	207.76	113354
271-790.000-982.000	BOOKS - AUG26 ADULT	INGRAM LIBRARY SERVICES	BOOKS - AUG26 ADULT	280.53	113354
271-790.000-982.002	BOOKS - LOST/DAMAGED	AMAZON CAPITAL SERVICES, 1	REPLACEMENT DAMAGED BOOK	20.18	113307
Total For Dept 790.000 LIBRARY				5,024.51	
Dept 792.000 LIBRARY - CHILDREN'S AREA					
271-792.000-726.000	KEYCHAIN PIECES	AMAZON CAPITAL SERVICES, 1	KEYCHAIN PIECES	8.99	113307
271-792.000-982.000	BOOKS - JUL26 CHI	INGRAM LIBRARY SERVICES	BOOKS - JUL26 CHI	67.12	113354
271-792.000-982.000	BOOKS - AUG26 CHI	INGRAM LIBRARY SERVICES	BOOKS - AUG26 CHI	355.70	113354
271-792.000-982.000	BOOKS - AUG26 CHI	INGRAM LIBRARY SERVICES	BOOKS - AUG26 CHI	105.28	113354
Total For Dept 792.000 LIBRARY - CHILDREN'S AREA				537.09	
Total For Fund 271 LIBRARY FUND				5,561.60	
Fund 408 FIELDS OF DREAMS					
Dept 751.000 RECREATION DEPARTMENT					
408-751.000-726.000	BOWL CLEANER, HAND TOWEL	KSS ENTERPRISES	BOWL CLEANER, HAND TOWEL	109.23	113361
408-751.000-801.000	FERTILIZATION - FOD	HOOP LAWN & SNOW, LLC	FERTILIZATION - FOD	1,436.00	113350
Total For Dept 751.000 RECREATION DEPARTMENT				1,545.23	
Total For Fund 408 FIELDS OF DREAMS				1,545.23	
Fund 409 STOCK'S PARK					
Dept 756.000 PARKS					
409-756.000-801.000	POND APPLICATION - STOCK'S PARK	AQUATIC WEED CONTROL	POND APPLICATION - STOCK'S PARK	445.00	113310
Total For Dept 756.000 PARKS				445.00	
Total For Fund 409 STOCK'S PARK				445.00	
Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 000.000					
481-000.000-263.000	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	639.47	700
481-000.000-687.300	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	(3.20)	700
Total For Dept 000.000				636.27	

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Fund 481 AIRPORT IMPROVEMENT FUND					
Dept 900.000 CAPITAL OUTLAY					
481-900.000-740.295	AVIATION GASOLINE	AVFUEL CORP	AVIATION GASOLINE	14,067.08	1534
Total For Dept 900.000 CAPITAL OUTLAY				14,067.08	
Total For Fund 481 AIRPORT IMPROVEMENT FUND				14,703.35	
Fund 582 ELECTRIC FUND					
Dept 000.000					
582-000.000-110.000	CROSSARM - 8' WOOD	POWER LINE SUPPLY	INVENTORY	1,337.28	113381
582-000.000-110.000	WIRE - COPPER TIE	POWER LINE SUPPLY	TIE WIRE	1,008.00	113381
582-000.000-110.000	WIRE - 12/7 CONTROL CABLE	POWER LINE SUPPLY	2 STR PRIMARY URD WIRE	1,740.00	113381
582-000.000-110.000	WIRE - 6/3 BOULEVARD	RESCO	TCXH6/3G BOULAVARD WIRE	5,450.00	113387
582-000.000-202.100	4CCH	MCCUNE, MATTHEW A & KELLY	UB refund for account: 021003	160.07	113370
582-000.000-202.100	4EWR	OSBOURNE, MARK J	UB refund for account: 030498	33.37	113376
582-000.000-249.100	OPERATION ROUND-UP - JULY 2026	COMMUNITY ACTION AGENCY	OPERATION ROUND-UP - JULY 2026	2,679.39	113321
582-000.000-249.100	LIEAF-6099 JULY 2026 P.A. 95	LARA - MI PUBLIC SERVICE C	LIEAF-6099 JULY 2026 P.A. 95	7,700.80	113363
582-000.000-263.000	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	43,791.13	700
582-000.000-692.200	SALES TAX - JULY 2026	STATE OF MICHIGAN	SALES TAX - JULY 2026	(274.80)	700
Total For Dept 000.000				63,625.24	
Dept 175.000 ADMINISTRATIVE SERVICES					
582-175.000-726.000	55-60 GAL TRASH BAGS X150	AMAZON CAPITAL SERVICES,	155-60 GAL TRASH BAGS X150	24.99	113307
582-175.000-726.000	CUPS, PLATES	AMAZON CAPITAL SERVICES,	1CUPS, PLATES	30.98	113307
582-175.000-726.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	133.68	113325
582-175.000-726.000	CALCULATOR RIBBON, STORAGE BOXES	CURRENT OFFICE SOLUTIONS	CALCULATOR RIBBON, STORAGE BOXES	68.72	113325
582-175.000-726.000	RETURN: CALCULATOR RIBBON	CURRENT OFFICE SOLUTIONS	RETURN: CALCULATOR RIBBON	(52.51)	113325
582-175.000-726.000	STORAGE BOXES	CURRENT OFFICE SOLUTIONS	STORAGE BOXES	42.50	113325
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	2.50	113318
582-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	2.50	113318
582-175.000-801.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	138.13	113325
582-175.000-801.000	PRINTING/POSTAGE JULY 2026	DELAWARE SYSTEMS	PRINTING/POSTAGE JULY 2026	1,384.42	113327
582-175.000-801.000	BPU CLEANING JUNE 2026	EAST 2 WEST ENTERPRISES,	1BPU CLEANING JUNE 2026	85.00	113332
582-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - JULY 2026	237.10	699
582-175.000-802.000	MIMO 4X GATEWAY ANTENNA	AMAZON CAPITAL SERVICES,	1MIMO 4X GATEWAY ANTENNA	49.95	113307
582-175.000-802.000	MIMO ANTENNA AND 4X EXTENSION	AMAZON CAPITAL SERVICES,	1MIMO ANTENNA AND 4X EXTENSION IPAD SLEE	86.93	113307
582-175.000-802.000	HDMI AND DP CABLES, USB CABLES	AMAZON CAPITAL SERVICES,	1HDMI AND DP CABLES, USB CABLES	50.04	113307
582-175.000-802.000	TN760 TONER X4	AMAZON CAPITAL SERVICES,	1TN760 TONER X4	10.00	113307
582-175.000-802.000	MONITORS X3	AMAZON CAPITAL SERVICES,	1MONITORS X3	134.99	113307
582-175.000-802.000	ZIP TIES	AMAZON CAPITAL SERVICES,	1ZIP TIES	23.93	113307
582-175.000-802.000	NET ADMIN JUL 26	SONIT SYSTEMS, LLC	NET ADMIN JUL 26	455.00	113394
582-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 8-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 8-26	274.87	113406
582-175.000-802.000	MILSOFT DISSPATCH LICENSE 8-26	MILSOFT	MILSOFT DISSPATCH LICENSE 8-26	275.63	113406
582-175.000-850.000	TELEPHONE - POWER PLANT	ACD.NET	TELEPHONE - POWER PLANT	39.01	113304
582-175.000-930.000	CHANGE FILTERS / CLEANED CONDENS	HOWELL'S MECHANICAL SERVIC	CHANGE FILTERS / CLEANED CONDENSOR, FII	199.19	113351
Total For Dept 175.000 ADMINISTRATIVE SERVICES				3,697.55	
Dept 544.000 OPERATIONS					
582-544.000-726.000	CLEANER AND SPRAY BOTTLE	GELZER HJ & SON INC	CLEANER AND SPRAY BOTTLE	10.48	113337
582-544.000-726.000	PAPER TOWEL, TOILET PAPER, TRASH	KSS ENTERPRISES	PAPER TOWEL, TOILET PAPER, TRASH LINERS	166.62	113361
582-544.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	170.50	113318
582-544.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	270.72	113318
582-544.000-740.000	BPU FUEL - JULY 2026	WATKINS TRANSPORT INC	BPU FUEL - JULY 2026	2,375.26	113408
582-544.000-801.000	84 UNION TREE REMOVAL	LONSBERRY, JEFFREY	84 UNION TREE REMOVAL	1,500.00	113322
582-544.000-801.300	EMERGENCY TREE WORK GLENDALE AND CHOP		EMERGENCY TREE WORK GLENDALE AND WESTWC	10,000.00	113287

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Fund 582 ELECTRIC FUND					
Dept 544.000 OPERATIONS					
582-544.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	28.21	1525
582-544.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	25.16	1526
582-544.000-930.000	19 STR 4/0 POLY COPPER FOR LEADS	BORDER STATES	WIRE INV. 19STR 4/0 AND 2/0 POLY	5,771.98	113311
582-544.000-930.000	PLUMBING LABOR	RYAN & BRADSHAW, INC.	PLUMBING LABOR	210.00	113390
582-544.000-930.025	SCREWS AND SCREWDRIVER	GELZER HJ & SON INC	SCREWS AND SCREWDRIVER	14.98	113336
582-544.000-956.000	REIMBURSE MEALS - GLEMS TRAINING	CODY BABCOCK	REIMBURSE MEALS - GLEMS TRAINING	47.96	113320
Total For Dept 544.000 OPERATIONS				20,591.87	
Dept 900.000 CAPITAL OUTLAY					
582-900.000-970.000-215016	ENGINEERING - INDUSTRIAL SUBSTAT	SSOE, INC.	ENGINEERING - INDUSTRIAL SUBSTATION PRC	4,733.50	113395
Total For Dept 900.000 CAPITAL OUTLAY				4,733.50	
Total For Fund 582 ELECTRIC FUND				92,648.16	
Fund 588 DIAL A RIDE					
Dept 596.000 DIAL-A-RIDE					
588-596.000-726.000	TN760 TONER X4	AMAZON CAPITAL SERVICES, I	TN760 TONER X4	19.99	113307
588-596.000-740.000	JULY FUEL - DART	WATKINS TRANSPORT INC	JULY FUEL - DART	2,509.06	113408
588-596.000-818.000	LIABILITY TRUST FUND	MICHIGAN TRANSIT POOL	4TH QUARTER TRUST FUND	2,557.00	113373
Total For Dept 596.000 DIAL-A-RIDE				5,086.05	
Total For Fund 588 DIAL A RIDE				5,086.05	
Fund 590 SEWER FUND					
Dept 000.000					
590-000.000-202.100	SCCH	MCCUNE, MATTHEW A & KELLY	UB refund for account: 021003	52.06	113370
590-000.000-202.100	SBK1	OSBOURNE, MARK J	UB refund for account: 030498	13.70	113376
Total For Dept 000.000				65.76	
Dept 175.000 ADMINISTRATIVE SERVICES					
590-175.000-726.000	55-60 GAL TRASH BAGS X150	AMAZON CAPITAL SERVICES, I	55-60 GAL TRASH BAGS X150	12.50	113307
590-175.000-726.000	CUPS, PLATES	AMAZON CAPITAL SERVICES, I	CUPS, PLATES	15.48	113307
590-175.000-726.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	66.84	113325
590-175.000-726.000	CALCULATOR RIBBON, STORAGE BOXES	CURRENT OFFICE SOLUTIONS	CALCULATOR RIBBON, STORAGE BOXES	34.36	113325
590-175.000-726.000	RETURN: CALCULATOR RIBBON	CURRENT OFFICE SOLUTIONS	RETURN: CALCULATOR RIBBON	(26.26)	113325
590-175.000-726.000	STORAGE BOXES	CURRENT OFFICE SOLUTIONS	STORAGE BOXES	21.25	113325
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	1.25	113318
590-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	1.25	113318
590-175.000-801.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	69.06	113325
590-175.000-801.000	PRINTING/POSTAGE JULY 2026	DELAWARE SYSTEMS	PRINTING/POSTAGE JULY 2026	692.21	113327
590-175.000-801.000	BPU CLEANING JUNE 2026	EAST 2 WEST ENTERPRISES, I	BPU CLEANING JUNE 2026	42.50	113332
590-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - JULY 2026	118.55	699
590-175.000-802.000	HDMI AND DP CABLES, USB CABLES	AMAZON CAPITAL SERVICES, I	HDMI AND DP CABLES, USB CABLES	25.01	113307
590-175.000-802.000	TN760 TONER X4	AMAZON CAPITAL SERVICES, I	TN760 TONER X4	5.00	113307
590-175.000-802.000	MONITORS X3	AMAZON CAPITAL SERVICES, I	MONITORS X3	67.49	113307
590-175.000-802.000	NET ADMIN JUL 26	SONIT SYSTEMS, LLC	NET ADMIN JUL 26	227.50	113394
590-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 8-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 8-26	127.17	113406
590-175.000-802.000	MILSOFT DISSPATCH LICENSE 8-26	MILSOFT	MILSOFT DISSPATCH LICENSE 8-26	137.81	113406
590-175.000-850.000	TELEPHONE - WWTP 101 W GALLOWAY	ACD.NET	TELEPHONE - WWTP 101 W GALLOWAY	19.54	113304
590-175.000-930.000	CHANGE FILTERS / CLEANED CONDENS	HOWELL'S MECHANICAL SERVIC	CHANGE FILTERS / CLEANED CONDENSOR, FII	99.59	113351
590-175.000-993.000	INTEREST - SEWER BONDS	U.S. BANK BOND CONTROL	SEWER BOND PAYMENT - INTEREST	63,625.00	1535
Total For Dept 175.000 ADMINISTRATIVE SERVICES				65,383.10	

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Fund 590 SEWER FUND					
Dept 546.000 OPERATIONS					
590-546.000-726.000	ELBOW, STRAP, RADIUS ELBO	AMERICAN COPPER AND BRASS,	ELBOW, STRAP, RADIUS ELBO	85.70	113308
590-546.000-726.000	CLEANING SUPPLIES	FAMILY FARM & HOME	CLEANING SUPPLIES	84.92	113334
590-546.000-726.000	PAPER TOWEL, TOILET PAPER, TRASH	KSS ENTERPRISES	PAPER TOWEL, TOILET PAPER, TRASH LINERS	83.30	113361
590-546.000-726.000	NITRILE GLOVES	LOU'S GLOVES, INC	NITRILE GLOVES	166.00	113366
590-546.000-726.000	PVC SUCTION TUBING	USABBLUEBOOK	PVC SUCTION TUBING	64.12	113405
590-546.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	37.36	113318
590-546.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	135.35	113318
590-546.000-727.800	GRANULAR CITRUS ROOT BE GONE	INDUSTRIAL CHEM LABS	GRANULAR CITRUS ROOT BE GONE	579.41	113353
590-546.000-727.800	LIFT STATION DEGREASER	INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	835.98	113353
590-546.000-727.800	SODIUM HYDROXIDE	USABBLUEBOOK	SODIUM HYDROXIDE	12.11	113405
590-546.000-727.800	FERROUS CHLORIDE	WATER SOLUTIONS UNLIMITED	FERROUS CHLORIDE	3,649.00	113407
590-546.000-740.000	BPU FUEL - JULY 2026	WATKINS TRANSPORT INC	BPU FUEL - JULY 2026	1,187.63	113408
590-546.000-801.000	POSTAGE - LAB SUPPLIES	FEDEX	POSTAGE - LAB SUPPLIES	161.92	113335
590-546.000-801.000	CONTRACT WASTEWATER LICENSE SERV	JG WASTEWATER SERVICE, LLC	CONTRACT WASTEWATER LICENSE SERVICE	2,500.00	113357
590-546.000-801.000	BEF / WWTP	MERIT LABORATORIES	BEF / WWTP	6,474.00	113371
590-546.000-801.000	QC COLILERT VESSEL CERTIFICATION	PARAGON LABORATORIES, INC.	QC COLILERT VESSEL CERTIFICATION	150.00	113377
590-546.000-801.000	GRIT DUMPSTER ON SITE	REPUBLIC SERVICES OF KALAM	GRIT DUMPSTER ON SITE	43.04	113386
590-546.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	14.10	1525
590-546.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	12.58	1526
590-546.000-920.000	504904602 - 101 W GALLOWAY	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY	1,786.19	1527
590-546.000-920.000	505161747 - 101 W GALLOWAY MN	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY MN	46.95	1528
590-546.000-920.000	504904602 - 101 W GALLOWAY	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 101 W GALLOWAY DF	45.99	1529
590-546.000-920.000	504504154 - 135 BARBER ST	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 135 BARBER ST	50.32	1531
590-546.000-920.000	504756735 - W GALLOWAY GR	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - W GALLOWAY GR	45.99	1532
590-546.000-920.000	505161747 - 91 MARION	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 91 MARION ST	46.29	1533
Total For Dept 546.000 OPERATIONS				18,298.25	
Total For Fund 590 SEWER FUND				83,747.11	
Fund 591 WATER FUND					
Dept 000.000					
591-000.000-202.100	WBK1	MCCUNE, MATTHEW A & KELLY	UB refund for account: 021003	40.84	113370
591-000.000-202.100	WBK1	OSBOURNE, MARK J	UB refund for account: 030498	12.10	113376
Total For Dept 000.000				52.94	
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-726.000	55-60 GAL TRASH BAGS X150	AMAZON CAPITAL SERVICES, 1	55-60 GAL TRASH BAGS X150	12.50	113307
591-175.000-726.000	CUPS, PLATES	AMAZON CAPITAL SERVICES, 1	CUPS, PLATES	15.48	113307
591-175.000-726.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	66.84	113325
591-175.000-726.000	CALCULATOR RIBBON, STORAGE BOXES	CURRENT OFFICE SOLUTIONS	CALCULATOR RIBBON, STORAGE BOXES	34.36	113325
591-175.000-726.000	RETURN: CALCULATOR RIBBON	CURRENT OFFICE SOLUTIONS	RETURN: CALCULATOR RIBBON	(26.26)	113325
591-175.000-726.000	STORAGE BOXES	CURRENT OFFICE SOLUTIONS	STORAGE BOXES	21.25	113325
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	1.25	113318
591-175.000-801.000	MATS - 45 MONROE ST	CINTAS CORPORATION	MATS/RUGS - 45 MONROE ST	1.25	113318
591-175.000-801.000	COPIES/CONTRACT BILLING - JULY	CURRENT OFFICE SOLUTIONS	COPIES/CONTRACT BILLING - JULY 26	69.06	113325
591-175.000-801.000	PRINTING/POSTAGE JULY 2026	DELAWARE SYSTEMS	PRINTING/POSTAGE JULY 2026	692.21	113327
591-175.000-801.000	BPU CLEANING JUNE 2026	EAST 2 WEST ENTERPRISES, 1	BPU CLEANING JUNE 2026	42.50	113332
591-175.000-801.000	CREDIT CARD PROCESSING FEES - JU	INVOICE CLOUD, INC.	CREDIT CARD PROCESSING FEES - JULY 2026	118.55	699
591-175.000-802.000	HDMI AND DP CABLES, USB CABLES	AMAZON CAPITAL SERVICES, 1	HDMI AND DP CABLES, USB CABLES	25.01	113307
591-175.000-802.000	TN760 TONER X4	AMAZON CAPITAL SERVICES, 1	TN760 TONER X4	5.00	113307
591-175.000-802.000	MONITORS X3	AMAZON CAPITAL SERVICES, 1	MONITORS X3	67.49	113307
591-175.000-802.000	NET ADMIN JUL 26	SONIT SYSTEMS, LLC	NET ADMIN JUL 26	227.50	113394
591-175.000-802.000	IVR POOLED MONTHLY OUTAGE SUB 8-	MILSOFT	IVR POOLED MONTHLY OUTAGE SUB 8-26	127.17	113406

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Fund 591 WATER FUND					
Dept 175.000 ADMINISTRATIVE SERVICES					
591-175.000-802.000	MILSOFT DISSPATCH LICENSE 8-26	MILSOFT	MILSOFT DISSPATCH LICENSE 8-26	137.81	113406
591-175.000-850.000	TELEPHONE - WTP 401 HILLSDALE ST ACD.NET		TELEPHONE - WTP 401 HILLSDALE STREET	19.54	113304
591-175.000-930.000	CHANGE FILTERS / CLEANED CONDENS	HOWELL'S MECHANICAL SERVICE	CHANGE FILTERS / CLEANED CONDENSOR, FII	99.59	113351
Total For Dept 175.000 ADMINISTRATIVE SERVICES				1,758.10	
Dept 543.000 OPERATIONS					
591-543.000-726.000	PAPER TOWEL, TOILET PAPER, TRASH	KSS ENTERPRISES	PAPER TOWEL, TOILET PAPER, TRASH LINERS	83.30	113361
591-543.000-726.000	DIAMOND SAW CHAIN	USABLUBOOK	DIAMOND SAW CHAIN	692.96	113405
591-543.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	37.36	113318
591-543.000-726.008	FIRST AID SUPPLIES	CINTAS CORPORATION	FIRST AID SUPPLIES	135.35	113318
591-543.000-727.800	SODIUM HYPOCHLORITE	UNIVAR SOLUTIONS USA INC	SODIUM HYPOCHLORITE	3,804.96	113403
591-543.000-740.000	BPU FUEL - JULY 2026	WATKINS TRANSPORT INC	BPU FUEL - JULY 2026	1,187.63	113408
591-543.000-801.000	CCC PROGRAM SERVICE	HYDROCORP, LLC	CCC PROGRAM SERVICE	1,462.50	113352
591-543.000-801.000	LAB TESTING	MICH DEPT OF ENVIRONMENTAL	LAB TESTING	350.00	113372
591-543.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	14.10	1525
591-543.000-920.000	504504154 - 37 MONROE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 37 MONROE	12.58	1526
591-543.000-920.000	504558065 - 401 HILLSDALE	MICHIGAN GAS UTILITIES	NATURAL GAS UTILITY - 401 HILLSDALE	47.73	1530
591-543.000-930.000	10" BELLOWS LEAD FREE	BURT PROCESS EQUIPMENT, INC	10" BELLOWS LEAD FREE	3,828.58	113315
591-543.000-930.000	REPAIR LEAKING CORP AND LINE	RJT CONSTRUCTION CO.	REPAIR LEAKING CORP AND LINE	4,675.00	113388
591-543.000-930.990	PEASTONE - LEAD LINE	DRY MAR TRUCKING & DIRTWOF	PEASTONE - LEAD LINE	476.50	113331
591-543.000-930.990	CONTRACTED LSL REPLACEMENTS	RJT CONSTRUCTION CO.	FYE 2027 LEAD SERVICE LINE REPLACMENTS	12,585.00	113388
Total For Dept 543.000 OPERATIONS				29,393.55	
Total For Fund 591 WATER FUND				31,204.59	
Fund 633 PUBLIC SERVICES INV. FUND					
Dept 000.000					
633-000.000-101.000	TOP SOIL (YARDS)	DRY MAR TRUCKING & DIRTWOF	15 TDS TOPSOIL	525.00	113331
633-000.000-101.000	GRAVEL - 22A	DRY MAR TRUCKING & DIRTWOF	22A	435.00	113331
Total For Dept 000.000				960.00	
Total For Fund 633 PUBLIC SERVICES INV. FUND				960.00	
Fund 640 REVOLVING MOBILE EQUIP. FUND					
Dept 443.000 MOBILE EQUIPMENT MAINTENANCE					
640-443.000-726.000	DRY ERASE BOARD - SHOP	AMAZON CAPITAL SERVICES, INC	DRY ERASE BOARD - SHOP	29.99	113307
640-443.000-726.000	SHOP RAGS, FENDER COVER	CINTAS CORPORATION	MATS, SHOP RAGS, FENDER COVER, MOP	9.54	113318
640-443.000-726.000	SHP RAGS, FENDER COVER	CINTAS CORPORATION	MATS, SHOP RAGS, FENDER COVER, MOP	9.54	113318
640-443.000-726.000	BUTT CONNECTORS, BUTANE	PERFORMANCE AUTOMOTIVE	BUTT CONNECTORS, BUTANE	17.51	113380
640-443.000-726.000	LEAK DETECTOR	PERFORMANCE AUTOMOTIVE	COOLING LEAK DETECTOR KIT, COOLANT #25	42.79	113380
640-443.000-726.000	ACETYLENE, IND GAS	PURITY CYLINDER GASES, INC	ACETYLENE, IND GAS	87.81	113384
640-443.000-730.000	REVERSE PEDAL #51	GREENMARK EQUIPMENT	REVERSE PEDAL #51	129.84	113345
640-443.000-730.000	FUEL FILTER	PERFORMANCE AUTOMOTIVE	FUEL FILTER	38.53	113380
640-443.000-730.000	TURN SIGNAL BULB #11	PERFORMANCE AUTOMOTIVE	TURN SIGNAL BULB #11	12.56	113380
640-443.000-730.000	LIGHTING #6	PERFORMANCE AUTOMOTIVE	LIGHTING #6	16.70	113380
640-443.000-730.000	DIAGNOSE CHECK ENGINE LIGHT AND	STILLWELL FORD MERCURY, INC	DIAGNOSE CHECK ENGINE LIGHT AND REPAIR	180.04	113396
640-443.000-740.000	JULY FUEL - DPS	WATKINS TRANSPORT INC	JULY FUEL - DPS, ENGINEERING, ASSESSING	4,356.99	113408
Total For Dept 443.000 MOBILE EQUIPMENT MAINTENANCE				4,931.84	
Total For Fund 640 REVOLVING MOBILE EQUIP. FUND				4,931.84	
Fund 663 FIRE VEHICLE & EQUIPMENT FUND					
Dept 336.000 FIRE DEPARTMENT					

08/13/2026 02:37 PM
User: lsergent
DB: Hillsdale

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE
EXP CHECK RUN DATES 08/13/2026 - 08/13/2026
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 663	FIRE VEHICLE & EQUIPMENT FUND				
Dept 336.000	FIRE DEPARTMENT				
663-336.000-964.000	BILL BACK - PARCEL 006-126-277-0	HILLSDALE CO TREASURER	BILL BACK - PARCEL 006-126-277-07	21.30	113348
		Total For Dept 336.000	FIRE DEPARTMENT	21.30	
		Total For Fund 663	FIRE VEHICLE & EQUIPMENT FUND	21.30	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	42,015.62	
			Fund 202 MAJOR ST./TRUNK	322,141.29	
			Fund 203 LOCAL STREET F	403.44	
			Fund 204 MUNICIPAL STRE	138.83	
			Fund 208 RECREATION FUNI	5,315.80	
			Fund 247 TAX INCREMENT I	156.00	
			Fund 271 LIBRARY FUND	5,561.60	
			Fund 408 FIELDS OF DREAM	1,545.23	
			Fund 409 STOCK'S PARK	445.00	
			Fund 481 AIRPORT IMPROVI	14,703.35	
			Fund 582 ELECTRIC FUND	92,648.16	
			Fund 588 DIAL A RIDE	5,086.05	
			Fund 590 SEWER FUND	83,747.11	
			Fund 591 WATER FUND	31,204.59	
			Fund 633 PUBLIC SERVICES	960.00	
			Fund 640 REVOLVING MOBIL	4,931.84	
			Fund 663 FIRE VEHICLE &	21.30	
			Total For All Funds:	611,025.21	

CITY COUNCIL MINUTES

City of Hillsdale
August 17, 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 R Greg Stuchell, Ward 1 Jacob Bruns, Ward 1 Matthew Bentley, Ward 2 Gary Wolfram, Ward 3 Bob Flynn, Ward 3 Robert Socha, Ward 4 Joshua Paladino, Ward 4
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Council Members absent:	William Morrissey, Ward 2
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Also Present: David Mackie (City Manager), Katy Price (City Clerk), Tom Thompson (City Attorney), Jason Blake (DPS Director), Kimberly Thomas (City Assessor), Nicole Leroux (Code Enforcement), Doug Bildner (BPU), Clark Judge, Penny Swan, Mark Nichols, Larry Walworth, Charles Kelley, Michael Wenisch, Doug Ingles, Bruce Sharp.

Approval of Agenda

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

All ayes. Motion carried.

Public Comment

Charles Kelley, Howell St.

Consent Agenda

- A. Approval of Bills
 - 1. City and BPU Claims of July 30, 2026: \$1,271,829.00
 - 2. Payroll of July 30, 2026: \$222,019.99
- B. City Council Minutes of August 3, 2026
- C. Finance Minutes of August 3, 2026
- D. Hillsdale College Homecoming Street Closure

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

Roll Call:

Councilman Bruns	Aye
Councilman Flynn	Aye
Councilman Paladino	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bentley	Aye

Motion passed 8-0

Communication/Petitions

- A. Library Annual Report
- B. Summer Block Party
- C. Fluoride Report
- D. Hillsdale County Commissioner Verbal Update- Doug Ingles

Rebekah Dobski, Library Director gave the Library Annual Report.

Doug Ingles, County Commissioner gave his report to council.

Introduction and Adoption of Ordinances/Public Hearings

- A. Public Hearing – Public Nuisance 64 Spring St.

Kim Thomas, City Assessor reported 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.

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.

Council discussion ensued on the garage and the condition of it. Council questioned if it should be demolished as well.

Mayor opened podium at 7:30pm

Bruce Sharp, ward three (3) commented on the garage stated it was a solid building and should stay.

No other comment, Mayor closed podium at 7:31 p.m.

Motion by Council Member Flynn, seconded by Council Member Bentley to remove the house only at 64 Spring St to bring into compliance and leave the garage on property. **Resolution #3686.**

Roll Call:

Councilman Flynn	Aye
Councilman Paladino	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye

Motion passed 8-0

- B. Public Hearing – Public Nuisance 54 Westwood St.

Kim Thomas, City Assessor reported Resolution #3684 was adopted by Council at their regular meeting on August 3, 2026 declaring the property commonly known as 54 Westwood St to be a public hazard and nuisance and ordering the property cleaned up and the hazards abated by the owner within 14 days.

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.

Council discussed the current condition of property.

Mayor opened podium at 7:38pm

Bruce Sharp, ward three (3), commented on the property and asked council do approve the demolition.

Karl Grzesiak, 52 Westwood St., commented on property and is in favor of demolition.

No other comment, Mayor closed podium at 7:42 p.m.

Motion by Council Member Socha, seconded by Council Member Flynn to clean up and bring property located at 54 Westwood St., into compliance. **Resolution #3687.**

Roll Call:

Councilman Paladino	Aye
Councilman Socha	Aye
Councilman Stuchell	Aye
Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye
Councilman Flynn	Aye

Motion passed 8-0

Old Business

New Business

A. Power Plant Engine #5 Repairs

David Mackie, Electric Director reported Engine #5 at the Power Plant is in need of a complete overhaul, including the repair and/or replacement of multiple cylinder heads. An estimate was included from Larry Wheeler from Wheeler World Inc. Wheeler World's estimate is a worst-case scenario and it's hoped that the final cost will come in at less than the full \$800,000. Engine #5 provides the City with 3.3-4 MWs of capacity, which the City is required to have and emergency power. Based on the cost of capacity, an \$800,000 investment in Engine #5 would pay for itself in four (4) years. Currently, the Electric Department has \$4,215,231 in cash available for capital projects.

Lengthy Council discussion ensued engine #5 and its condition.

Motion by Council Member Flynn, seconded by Council Member Stuchell to approve the repair of Engine #5 not to exceed amount of \$800,000 with the work being paid for out of the Electric Department's reserves.

Roll Call:

Councilman Socha	Aye
Councilman Stuchell	Aye

Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bentley	Aye
Councilman Bruns	Aye
Councilman Flynn	Aye
Councilman Paladino	Aye

Motion passed 8-0

B. Noteworthy AI Inspection Program

Noteworthy is an AI tool that analyzes pictures taken by vehicle mounted cameras to inventory and analyze a community's electric distribution pole system. The American Municipal Power (AMP) agency has partnered with Noteworthy to make their AI program available to AMP members at a reduced cost. Through Noteworthy, Hillsdale could work more proactively towards system reliability by inventorying and analyzing the condition of our electric distribution poles/assets.

Motion by Council Member Stuchell, seconded by Council Member Flynn to authorize the Master Services Agreement with AMP to deploy the Noteworthy program for an amount not to exceed \$30,000 from the Electric Department's 2026/27 budget. **Resolution #3688.**

Roll Call:

Councilman Stuchell	Aye
Councilman Socha	Aye
Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bruns	Aye
Councilman Bentley	Aye
Councilman Flynn	Aye
Councilman Paladino	Aye

Motion passed 8-0

C. Renew Microsoft Assurance Licensing

Motion by Council Member Socha seconded by Council Member Flynn to approve the renewal of Microsoft licensing at a cost of \$9,724.00 from Sonit Systems.

Roll Call:

Councilman Socha	Aye
Councilman Wolfram	Aye
Mayor Sessions	Aye
Councilman Bruns	Aye
Councilman Bentley	Aye
Councilman Flynn	Aye
Councilman Paladino	Aye
Councilman Stuchell	Aye

Motion passed 8-0

Miscellaneous Reports

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

General Public Comment

Michael Wenisch- 1500 S Lake Pleasant Rd. Osseo, MI, Larry Walworth- Ward 3, Robert Eichler- Scipio Twp.

City Manager Report

City Manager Mackie gave his report.

Council Comment

Councilman Flynn thanked the fire department for the work recently.

Council discussion on Flock cameras.

Mayor Sessions thanked everyone for attending and watching at home.

Adjournment

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

All ayes. Motion carried.

The meeting Adjourned at 8:45 p.m.

Scott M. Sessions, Mayor

Katy Price, City Clerk

View meeting online: [City Council Meeting August 17th, 2026](#) (YouTube Channel)

CITY OF HILLSDALE FINANCE COMMITTEE

Place: City Hall Second Floor Conference Room

Date: August 17, 2026

Time: 6:30 PM

PRESENT:

COMMITTEE: Gary Wolfram, Matt Bently, Jacob Bruns

STAFF: Jason Blake (Director of Public Services), David Mackie (City Manager),
Sam Fry (Assistant City Manager), Peter Merritt (City Treasurer)

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 701: Hardware for use in Code Enforcement

Fund 591

Department 543: Repair Service Line Connection

Motioned by Bentley and seconded by Wolfram to approve

Motion Passed 3-0

Peter Merritt discussed dealing with personal property taxes. The City currently may either seize the assets or bill the property owner. This can end up in small claims court if property owner does not pay. Mr. Merritt would like Council to put a policy in place that allows the Treasurer to do something other than seize the property or bill the property owner. Staff is going to prepare a draft policy for the Finance Committee to review.

Motioned by Bentley and seconded by Wolfram to adjourn

Motion passed 3-0

Adjournment 6:43 PM

Minutes prepared by Gary Wolfram

MINUTES
TIFA Targeted Development Committee
August 11, 2026, 5:30 PM
2nd Floor Conference Room – Hillsdale City Hall

I. Call to Order at 5:31 PM

- a. Members Present: Chris Bahash (Chair), Andrew Gelzer, Kevin Conant, and Luke Robson
- b. Others Present: Jack McLain, James Brandon (TIFA, Dawn Theater Liaison), (Mary Wolfram (Friends of the Dawn), Pam Thomas (Friends of the Dawn), Jackson Busby (Ad Astra Coffee Roaster and obo Jason Walters & Associates), and Olivia Smith (Zoning Administrator and TIFA Board Secretary/Treasurer)
- c. Members Absent: None

II. Consent Agenda

- a. Gelzer asked Chair Bahash if “Discussion” could be added to Old Business item “a” to read “Discussion and Vote on...”
- b. Motion by Gelzer to amend the agenda and approve the amended agenda. Second Robson. 4-0. Motion carried.

III. Public Comment

- a. Wolfram provided a check to Smith for TIFA’s share of the three (3) Hillsdale College events hosted at the Dawn Theater. Stated that the Dawn Theater should be a spark to the economic development of City.

IV. Old Business

- a. Discussion and Vote on a Recommendation to the full TIFA Board naming a Dawn Theater Building/Operation Partner
 - i. Gelzer – Jason Walters & Associates provided rendering of proposed structural alterations. Should not damage the building.
 - ii. Robson asked Busby for more information regarding open-facing events
 - 1. During the day, Ad Astra will run a coffee house. Closed every night for events.
 - iii. Wolfram – Had a cordial conversation with Walters. Need to communicate more frequently with the new operator to utilize the awarded grant money before the deadline.
 - iv. Brandon – Asked the Committee questions regarding the proposed rent and potential start date.

- v. Busby stated that they have obtained a signed purchase agreement for the adjacent property (106 N Broad St)
- vi. Busby clarified that Jason Walters & Associates would act as a consultant
- vii. All agreements and contracts will be with Speak Easy LLC
- viii. Motion by Gelzer to recommend the full TIFA Board enter into negotiations with Speak Easy LLC. Second Bahash. 3-1. Motion carried.

V. Adjourned at 5:57 PM

- a. Motion by Gelzer to adjourn. Second Robson. 4-0.

DRAFT

MINUTES
TIFA Review Committee
August 12, 2026, 4:30 PM
2nd Floor Conference Room – Hillsdale City Hall

I. Call to Order at 4:39 PM

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

II. Old Business

- a. Development Plan Review – Final Draft
 - i. The Committee reviewed the final draft of the TIFA Development Plan presented to them by Gelzer. Here are the following amendments:
 - 1. Robson will create a Table of Contents
 - 2. *Boundaries of the Development Area* – Survey map, provided by Bieszk, will be added as an appendix
 - 3. *Planned Improvements* – Three (3) bullet points were removed
 - 4. *Location and Cost of Improvements* – The existing sentence, “The currently estimated cost of planned improvements...” was amended to read, “The estimated cost, as of (inset date), of planned improvements...”
 - 5. *The Captured Assessed Value and Estimated Tax Increment Revenues* will be confirmed by City Assessor prior to Council approval of the document.
 - 6. *Use of Tax Increment Revenues for Maintenance and Services* – The existing sentence, “The Authority does not intend for...” was amended to read, “The Authority will not authorize...”
 - 7. *Appendix B – Historical Improvements* – The M-99 Traffic Calming Plan will be added to the end of that list.
 - ii. Motion by Robson to recommend approval of the amended Development Plan to the full TIFA Board. Second Stuchell. 3-0. Motion carried.

III. Public Comment

- a. McLain – Suggested that the word “estimate” be removed from the “Year Estimated Captured Assessed Value” section of *Captured Assessed Value* (#17) and *Estimated Tax Increment Revenues* (#18). Requested verification of the TIFA

boundaries for tax collection purposes. Discussed Planning Commission involvement and approval for grant applications and approvals.

IV. Adjourned at 5:46 PM

- a. Motion by Robson to adjourn the meeting. Second Stuchell. 3-0. Motion carried.

DRAFT

MINUTES
TIFA Informational Meeting
August 18, 2026, 6:00 PM
Council Chambers – Hillsdale City Hall

I. Call to Order at 6:06 PM

- a. Members Present: Andrew Gelzer, Cindy Bieszk, James Brandon, Mike Clark, Greg Stuchell, and Rachel Doty
- b. Members Absent: Chris Bahash, Chris Sumnar, Darin Spieth, Kevin Conant, Luke Robson, Margaret Braman, and Mary Margaret Spiteri
- c. Others Present: Jack McLain, Olivia Smith (Zoning Administrator, TIFA Secretary/Treasurer)

II. Q&A Session and General Information

- a. McLain asked a question regarding the Dawn Theater Management
- b. Bieszk – Lead line replacement will occur at her restaurant soon
- c. Brandon asked for a Keefer update
 - i. Gelzer – TIFA’s only remaining tie to the project is the promissory note. The condition to release the promissory note is the temporary occupancy permit.
 - ii. Bieszk – Completed project will bring economic development
 - iii. Gelzer – Project is a long-term benefit to TIFA district
- d. McLain asked a question regarding the implementation timeline for the Dawn Theater Manager
- e. Brandon – Dawn Theater will have five (5) events by the end of the year
- f. Discussion took place regarding the upcoming special full board meeting

III. Adjourned at 6:39 PM

Hillsdale City Planning Commission

August 19, 2026, 5:30 PM

Minutes

Attendance:

Absent: Commissioner Kniffin (Unexcused)

Present: All others

Members of the Public: Drew Larsen, Jack Mosley, Harold Walker, Jack McLain

Consent Agenda

Motion to Approve: Commissioner Winter

Seconded: Commissioner Coykendall

All in Favor

Q2 Code Enforcement Report

Commissioner Coykendall requested an update on the timeline for 58 N West and 60 N West; no updates were able to be given.

Commissioner Winter requested an update on the timeline for demolition of 104 S Broad St; Zoning Administrator Smith reported that numbers had been sought out for the cost of demolition.

Commercial Site Plan Review – 42 Union St.

Commissioner Winter asked the representative of the project whether the City Engineer's concerns regarding drainage had been addressed – they had.

Commissioner Coykendall asked about the plan for lighting; the representative indicated there would be lighting all around the outdoor greenhouse as well as inside.

Commissioner Winter motioned to approve.

Commissioner Shelley seconded.

All in favor.

Commercial Site Plan Review – 3380 Beck Rd.

MDOT had given approval for the use of the existing access.

Chairman Laycock asked if anything had been to address the City Engineer's concern regarding drainage and the addition of a small retention pond. The representatives of

the project indicated that nothing was planned and that no changes would need to be made to have adequate drainage. Chairman Laycock indicated concern that the City Engineer's recommendations had been thus far unheeded.

Commissioner Coykendall asked what the plan was for the increased number of cars that would be present given the construction of a space for an auto mechanic shop. The representatives of the project indicated that this was not an auto mechanic shop *per se* but a training spot for those working through the Life Challenge program. No increase in vehicles on the property is expected.

Commissioner Winter motioned to approve the project contingent upon the coordination of Life Challenge with the City Engineer to resolve the drainage issue, either via an official assessment or the creation of the recommended retention basin.

Seconded by Commissioner Coykendall.

All in favor.

September Meeting Changed from 9/16 to 9/23. Motion by Winter; Seconded by Coykendall; All in favor.

Master Plan Review – Goals and Objectives

An extensive discussion took place regarding changes to the Master Plan.

Commissioner Coykendall expressed concern about the language encouraging data storage in Hillsdale; said language was struck.

Chairman Laycock wondered whether it was within Planning Commission's purview to "Improve Utilities." Said language was struck.

Chairman Laycock suggested modifying the language about maintaining "historic architecture" to "historic character," arguing that the historic character of Hillsdale pertains to more than just buildings.

Chairman Laycock also considered the addition of a new goal to promote cooperation between Economic Development and Planning Commission.

Other minor tweaks were suggested, and Zoning Administrator Smith agreed to compile what was discussed and forward to Chairman Laycock for further minor edits before a draft might be sent to Council.

Ordinance Review

Conflicting and confusing language about signage in Hillsdale was clarified and condensed, giving more discretion to Code Enforcement regarding the timeline of action. Commissioner Winter motioned to approve the proposed amendments;

Commissioner Coykendall seconded; All in favor. Proposed changes will be passed along to Council.

Public Comment

Jack McLain spoke about various concerns.

Adjournment: 6:38pm

DRAFT

Tax Increment Finance Authority (TIFA)

97 N Broad St, Hillsdale, MI 49242

(517) 437-6449

tifa@cityofhillsdale.org

MINUTES

Tax Increment Finance Authority (TIFA)

August 25, 2026, 7:30 AM

Council Chambers, Hillsdale City Hall

I. Call to Order

- a. Chair Andrew Gelzer called the special meeting to order at **7:33 AM**.
- b. Members Present: Andrew Gelzer, Chris Bahash, Cindy Bieszk, Darin Spieth, James Brandon, Kevin Conant, Luke Robson, Margaret Braman, Mike Clark, R. Gregory Stuchell, and Rachel Doty.
- c. Members Absent: Mary Margaret Spiteri and Chris Sumnar, both excused.
- d. Others Present: Mary Wolfram and Jackson Busby.
- e. Secretary/Treasurer Olivia Smith was absent, having notified the Chair in advance that she would be on vacation. Chair Gelzer recorded the meeting for purposes of preparing minutes.

II. Approval of Agenda

- a. Motion by Bahash to approve the agenda as presented. Second Stuchell. Motion passed unanimously by voice vote.

III. Public Comment – Agenda Items

- a. Mary Wolfram, Chair of the Friends of the Dawn Theater, addressed the Board regarding the Dawn Theater operator process. Wolfram stated that the Friends of the Dawn Theater had submitted a proposal to manage the Dawn Theater and believed they could perform the work, but that the Friends were also prepared to support the selected operator. Wolfram encouraged the Board to remain aware of grant requirements connected to the Dawn Theater restoration, including historic preservation, blight elimination, community-center use, event-venue use, and theater use. Wolfram also encouraged caution regarding structural changes to the building and stated that the Friends could continue supporting the Dawn Theater through fundraising and community events.

b. Jackson Busby, representing Jason Walters & Associates and the Speakeasy LLC proposal, addressed the Board. Busby stated that JWA/Speakeasy intended to be good stewards of the Dawn Theater, respected the historic nature of the building, and intended to operate it as an event center, community center, and daily gathering place.

IV. Review Committee Recommendations

a. Gelzer provided a report regarding the Review Committee. The Committee was tasked with reviewing TIFA's founding and operating documents, including the Development Plan and Tax Increment Financing Plan and Rules of Procedure.

b. Gelzer stated that the Committee met approximately a dozen times between January and August and reviewed the existing Development Plan, Rules of Procedure, prior amendments, spending practices, and lessons learned from major investments including the Dawn Theater and Keefer Hotel.

c. Gelzer stated that the Committee concluded that TIFA would benefit from clearer, more modern, and more unified governing documents. The proposed Restated Development Plan and Tax Increment Financing Plan consolidates and modernizes the existing plan, identifies guiding principles and goals, and reinforces that TIFA funds should remain tied to specific Development Plan purposes. The proposed Restated Rules of Procedure preserve the Board's basic structure while clarifying governance, committee authority, officer authority, spending, contracts, property, legal counsel, and protection of TIFA-owned assets.

d. Board discussion took place. Board members commented favorably on the Review Committee's work and the clarity of the proposed documents.

e. Motion by Gelzer to approve the proposed Restated Development Plan and Tax Increment Financing Plan as recommended by the Review Committee, and submit it to the Hillsdale City Council for consideration and approval through the process required by the Recodified Tax Increment Financing Act. Second Robson.

i. Discussion took place regarding revenue projections contained in the plan. Gelzer stated that the projections were based on current figures and not speculative future increases.

ii. Roll call vote:

- Bieszk — Yes
- Doty — Yes
- Stuchell — Yes
- Braman — Yes

- Bahash — Yes
- Spieth — Yes
- Gelzer — Yes
- Conant — Yes
- Robson — Yes
- Clark — Yes
- Brandon — Yes

11-0. Motion passed.

f. Motion by Gelzer to approve the proposed Restated Rules of Procedure as recommended by the Review Committee, and submit them to the Hillsdale City Council for approval as required by applicable law. Second Brandon.

i. Roll call vote:

- Brandon — Yes
- Clark — Yes
- Robson — Yes
- Conant — Yes
- Gelzer — Yes
- Spieth — Yes
- Bahash — Yes
- Braman — Yes
- Stuchell — Yes
- Doty — Yes
- Bieszk — Yes

11-0. Motion passed.

V. Dawn Theater Operator Recommendation

a. Gelzer provided a report regarding the Targeted Development Committee's recommendation concerning the Dawn Theater operator. Gelzer stated that the proposed motion was intentionally detailed in order to establish Board-approved

boundaries and guardrails while allowing the Targeted Development Committee to proceed efficiently with negotiations and final documents.

b. Gelzer stated that the motion was intended to select Speakeasy LLC, associated with Jason Walters & Associates, as preferred operator; retain TIFA ownership of the building and liquor license; address Michigan Liquor Control Commission requirements; establish a minimum lease or operating period; protect TIFA's assets and public investment; define the future role of the Friends of the Dawn Theater; and allow the building to become occupied and economically active as soon as possible.

c. Motion by Gelzer to accept the recommendation of the Targeted Development Committee and designate Speakeasy LLC, or a related operating entity approved by the Targeted Development Committee and TIFA legal counsel, as the preferred operator for the Dawn Theater, and to authorize the Targeted Development Committee, in consultation with TIFA legal counsel, the Chairperson, and appropriate City or Authority representatives, to negotiate, approve, finalize, and implement the operator arrangement subject to the conditions stated in the motion as presented. Second Conant.

i. The full motion was read aloud and is attached to these minutes as **Exhibit A**.

ii. Discussion took place regarding negotiation of revenue percentage or rent structure, the liquor-license arrangement, and structural changes to the building. Gelzer stated that the Targeted Development Committee would negotiate those terms and that structural changes would require approval through the committee process.

iii. Roll call vote:

- Bieszk — Yes
- Doty — Yes
- Stuchell — Yes
- Braman — Yes
- Bahash — Yes
- Spieth — Yes
- Gelzer — Yes
- Conant — Yes
- Robson — Yes
- Clark — Yes

- Brandon — Yes

11-0. Motion passed.

d. Gelzer stated that the Targeted Development Committee would schedule direct meetings with the operator and begin preparing legal documents. Gelzer noted that Board members' input remained valued, while quorum requirements would need to be observed.

e. Gelzer expressed appreciation to the Friends of the Dawn Theater for their involvement in the application and operator-search process, stating that their participation improved the process and helped set a high standard. Gelzer reiterated that the Friends are intended to continue in a supportive role.

VI. Public Comment – TIFA Items

a. None.

VII. Board Member Comment / Roundtable

a. Board members thanked the Review Committee for its work.

b. Bieszk recognized Robson and Gelzer for their work updating and modernizing the documents.

c. Additional comments recognized contributions to the Review Committee's efforts from Bieszk, Sumnar, and Stuchell.

d. Gelzer stated that, with its recommendations completed, the Review Committee was dissolved.

e. Gelzer stated that the Restated Development Plan and Restated Rules of Procedure would next be coordinated with City staff for submission to City Council. It was noted that the Restated Development Plan would involve a two-meeting process, while the Rules of Procedure may be presented for approval more directly.

VIII. Adjournment

a. Motion by Robson to adjourn. Second Clark. Motion passed unanimously by voice vote.

b. Meeting adjourned at **8:06 AM**.

Exhibit A

Dawn Theater Preferred Operator and Delegation of Authority Motion

Attach the full written motion exactly as presented/read at the meeting.

DRAFT

City of Hillsdale Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: Consent

SUBJECT: 2026 Hillsdale College Homecoming Street Use Agreement

BACKGROUND: Michelle Loren, Recreation Director

Hillsdale College submitted a ROW application requesting the closure of E. College St. between Union St. and Oak St. pursuant to TCO No. 2026-31 approved by Council at the August 17, 2026 council meeting. This closure will be from 7:00 a.m. to 10:00 p.m. on Saturday, October 10, 2026

The Street Use Agreement has been deemed in proper order for execution by the City Attorney.

RECOMMENDATION:

I recommend approval of the agreement and authorization of signatures by the Mayor and Clerk.

STREET USE AGREEMENT
Hillsdale College
2026 Homecoming Activities

This Agreement is made and entered between the City of Hillsdale, a Michigan municipal corporation, of Hillsdale, Michigan (“Hillsdale”) and Hillsdale College, 33 E. College 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 College desires to hold an event requiring the closure of E. College St. from Union St. to Oak Street for the purpose of a College Alumni Tailgate Party, Band Concert and Homecoming Activities on Saturday, October 10, 2026.

Hillsdale College 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 College 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 College to use the above mentioned streets as the site from which it may conduct its proposed events, and Hillsdale College has agreed to do so, all in accordance with the following terms and conditions.

Agreement

1. In consideration of and reliance on Hillsdale College’s promises and its full compliance with all of the terms and conditions contained in this agreement, Hillsdale agrees to allow Hillsdale College to use the following portions of its streets during specified periods on October 10, 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 temporary closure of the Right of Way and Pedestrian Access on E College Street, between Union Street and Oak St. on Saturday, October 10, 2026 from 7:00 a.m. until 10:00 p.m. for Hillsdale College Homecoming Tailgate. Pursuant to TCO No. 2026-31 approved by Council at the August 17, 2026 council meeting.

2. Hillsdale College 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.

3. Hillsdale College 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 7:00 a.m. and 10:00 p.m. on Saturday, October 10, 2026.

4. Hillsdale College agrees that immediately following the end of the events 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 and properly store such items in Hillsdale College's parking lot. Hillsdale College shall notify the Hillsdale City Police and secure its permission to open the street(s) to vehicular traffic before removing the barricades that Hillsdale's Police Department has placed to block the described portions of E. College St. between Union St. and Oak St. from the public's vehicular use. Barricades, when removed, shall be placed out of the main traveled portion of the street adjacent to the curbs.

5. Hillsdale College further agrees that the removal of all equipment, barricades, signs, and other items from E. College St., between Union St., and Oak St. closures, 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 noon on Sunday, October 13, 2024.

6. Hillsdale College 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 portions of E. College St. between Union St., and Oak St.

7. Hillsdale College agrees that it shall not permit any street other than the described portions of E. College St. between Union St., and Oak St. to be blocked or obstructed. Further, Hillsdale College agrees to and shall confine its proposed event activities solely to E. College St. from Union St. to Oak St.

8. Hillsdale College 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 College'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 College represents that it is a valid Michigan corporation 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 College 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 College 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 College' 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 College 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 College represents to Hillsdale that it intends to use the described area for the purpose of conducting Hillsdale College Homecoming activities. In reliance on Hillsdale College's representations and its other promises as contained in this agreement, Hillsdale hereby grants and Hillsdale College hereby accepts the exclusive control over the described portions of E. College St. and Oak St. and the activities therein, it being the intention of the parties that Hillsdale College 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 College 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 College, 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 College 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 College 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 College 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 College agrees that Hillsdale may immediately terminate this contract without further obligation or liability to Hillsdale College 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 College 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 College's 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 College in writing and shall be delivered by ordinary first-class mail or personal service to the following person at the following address: Hillsdale College, 33 College Street, Hillsdale, Michigan 49242.

17. All notices from Hillsdale College 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. Broad Street, Hillsdale, Michigan 49242.

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

19. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Hillsdale and Hillsdale College further agree that in the event of legal action arising from or as a result of the 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 COLLEGE

Scott M. Sessions, Mayor

Richard Péwé,
Chief Administrative Officer

Katy Price, Clerk

Dated: September ____, 2026

Dated: September ____, 2026

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: Consent Agenda

SUBJECT: MDOT – M99 Concrete Repairs

BACKGROUND PROVIDED BY: DPS Dir. Jason Blake

In accordance with the City of Hillsdale's Trunkline Maintenance Contract with Michigan Department of Transportation, the City has obtained a Transportation Work Authorization (TWA) to repair two (2) concrete pavement areas located within the south bound curb lane in front of Jackson Community College (3120 W. Carleton Rd.) and Community Choice Credit Union (412 W. Carleton Rd.).

Due to concrete pavement being heaved and creating a traffic hazard at 3120 W. Carleton Rd. DPS crews, with MDOT approval, were forced to close the hazard area to all traffic until a permanent repair can be made. Concrete pavement in front of 412 W. Carleton show signs of being a hazard due to excessive potholing, spalling and overall deterioration.

MDOT solicited three quotes for repairs and submitted to MDOT for review and approval:

Rigid Pavement Construction LLC -	\$19,000.00
Parrish Excavating Inc. -	\$29,404.46
CD Hughes -	No Bid

MDOT has approved Rigid Pavement Construction LLC as a subcontractor of the City of Hillsdale to make all necessary drain repairs. The City of Hillsdale will be providing and installing all required traffic control for the project. Rigid Pavement Construction will commence both repairs on September 8, 2026

City Expenditures will be reimbursed by MDOT.

RECOMMENDATION:

No action required as repairs are listed as Emergency Repairs with the City of Hillsdale Purchasing Policy:

Whenever there is an imminent threat to the public health safety or welfare of the city or its residents, the City Manager May authorize the purchase of supplies, materials, equipment, services or construction, utilizing competition as may be practical and reasonable under the circumstances.

Rigid Pavement Construction LLC

7313 N. Parma Rd

Parma, Mi 49269

Office: (517)938-5156

Office email: rigidpc@yahoo.com

Direct email: bill@rigidconst.com

MDOT Contractor Number 07714

Certified DBE Contractor

Quote
City of Hillsdale
Concrete Pavement Repairs

Description	Unit	Quantity	Price	Total
Mobilization	Lump	1	\$6,000.00	\$1,400.00
Pavt, Rem	Syd	55	\$75.00	\$4,125.00
Conc Pavt Repr, 10 inch	Syd	55	\$150.00	\$8,250.00

Total \$19,000.00

Please Note:

- Repairs will be completed according to MDOT Standards.
- Traffic Control supplied by RPC.
- RPC will clean-up the work site from their work operations.
- Above price does not include a bond, if a bond is required add 1% to our total bid price.
- Payment terms: Prime contractor shall pay RPC within 10 calendar days from the date the prime contractor receives payment from the MDOT.
- Quote must be signed and returned by an Authorized Representative within 10 days of receiving this quote.

RPC Representative: Julie Barratt

Date: August 20, 2026

The above quote and payment terms are hereby accepted.

(Printed Name, Title)

(Signature)

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item # : Consent Agenda

SUBJECT: Hillsdale City Bow Hunting Program

BACKGROUND PROVIDED BY STAFF: Lt. Steven Pratt, Hillsdale Police Department

It is time once again for the Hillsdale Police Department (HCPD) to request authorization for our annual Bow Hunting Program.

I have been involved with this program since 2011, and each year we have seen a positive impact in reducing traffic collisions and property damage caused by our resident deer herd. We are once again requesting authorization to continue this successful program.

The bow hunting program has evolved considerably since its inception. For a period of time, we allowed hunting only on city-owned property and implemented a lottery system when the number of interested hunters exceeded the amount of available city property suitable for hunting. Due to the decrease in city-owned property appropriate for hunting, we have, over the last several years, transitioned to the program we have today, which is a private-property-only hunt.

Hunters may apply if they own property or have the written consent of the property owner to hunt on the land. HCPD conducts a background check on each applicant and reviews every application, as we believe it is important to ensure the safety and security of city residents while allowing hunters to utilize legal methods for harvesting deer.

As you can imagine, this is a time-consuming process. Therefore, as in previous years, we charge a **\$10.00 application fee**, which covers the cost of the background check, and a **\$20.00 permit fee** once the application has been successfully processed. These fees are intended to cover the actual costs associated with processing, printing, and laminating the permit.

Once hunting season begins, all participants are required to abide by applicable Michigan Department of Natural Resources (DNR) and conservation laws regarding the tagging and reporting of harvested animals. Additionally, we ask that hunters notify HCPD when they harvest a deer. We request the sex of the deer and the location/ward where the harvest occurred. This information allows us to maintain a reasonably accurate harvest record, which can be presented to City Council and used to evaluate the program's effectiveness and success.

Thank you for your consideration. The Hillsdale Police Department looks forward to another successful year of the Bow Hunting Program and appreciates your continued support.

RECOMMENDATION

To approve the Hillsdale City Bow Hunting program for the 2026 Season.

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: Communications/Petitions

SUBJECT: [Nuisance](#), Chapter 14, Article II, Hillsdale City Code – 54 Westwood St – Abatement update

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

Enforcement History: The current owner purchased the property at 54 Westwood St in February 2012 on a land contract, which was paid off in October of 2018. Starting in January of 2020, the Code Enforcement Department has observed and received multiple complaints for garbage, construction without permits, and illegal parking on and around the property (located on the southeast corner of the intersection with Rippon Avenue). The attached GIS imagery reports show the gradual deterioration of the property and progression of accumulation behind the house from 2010 to 2024. The condition became exponentially worse from the time of the most recent GIS imagery capture in April of 2024 to August of 2026. The property owner has been issued multiple violation notices and civil infractions 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.

City Action to Resolve the Violations: Upon referral by the Code Official, Resolution #3684 was adopted by Council at their regular meeting on August 3, 2026 declaring the property to be a public hazard and nuisance and ordering the property cleaned up and the hazards abated by the owner within 14 days. Upon failure of the owner to complete the ordered abatement, resolution #3687 was adopted by council at their meeting on August 17, 2026 directing City staff to complete the work necessary to abate the hazards.

On August 25, Code Enforcement was assisted by the Department of Public Services to remove 13 truck loads of rubbish and debris from the exterior property area, including removal of the unpermitted fence. The total weight of refuse delivered to the LRS transfer station was 22,580 pounds. City Police were also present and continued with their ongoing investigations regarding improperly stored and/or unregistered vehicles loaded with garbage and parked in the street right-of-way. Several vehicles were either tagged as abandoned or impounded based on their findings.

Once tallied, all costs to the city related to this cleanup will be billed to the property owner for reimbursement. If unpaid within 30 days, those costs will be added to the next tax bill as a special assessment and will become a lien against the property.

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)

Follow-up inspections since the clean-up find that the owner has started to accumulate more rubbish and is still illegally parking his vehicles, blocking the sidewalk. Police and Code Enforcement have and will continue to issue civil infractions as warranted by these actions.

RECOMMENDATION:

No action is required from Council at this time.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. 3681

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that the residential structures situated on the lot located at 54 WESTWOOD ST within the City of Hillsdale, Michigan, having been condemned as a public nuisance and ordered abated in Resolution No. 3684 of the City Council adopted on August 3, 2026, have not been brought into compliance with City Ordinance as required by the Resolution, and ordering that the property be brought into compliance by the Department of Public Services and/or by a contractor as determined by the City's Code Official, consistent with Sections 14.31 through 14.36 of the Hillsdale Municipal Code.

WHEREAS on August 3, 2026, the City Council adopted Resolution No. 3684 determining 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 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, said Resolution further directing the Code Official for the City to give notice to the owner of the property of the City Council's determination, with said notice further ordering the property owner to alter, repair, remove, or otherwise abate the public hazard or nuisance from the property within fourteen (14) days of the date of the notice; and

WHEREAS the owner of the property was provided with the notice by the Code Official along with a copy of the Resolution of the City Council on August 4, 2026; and

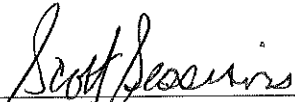
WHEREAS a public hearing was held in open Council on August 17, 2026, at which evidence was presented indicating that the owner of the property has failed to alter, repair, remove, or otherwise abate the public hazard or nuisance from the property within fourteen (14) days of the date of the notice provided by the Code Official; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined that the owner of the property located at **54 WESTWOOD ST** in the City of Hillsdale has failed to alter, repair, remove, or otherwise abate the public hazard or nuisance from the property within fourteen (14) days of the date of the notice provided by the Code Official as required by Resolution No. 3684, dated August 3, 2026, and that in order to abate the nuisance and dangerous conditions presented by the property it is necessary to remove the unpermitted fence and illegally parked and/or inoperable vehicles located on the property.

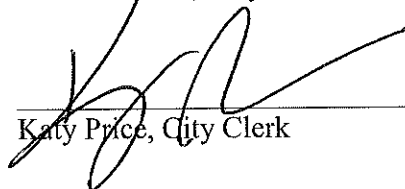
IT IS FURTHER RESOLVED that the Department of Public Services for the City and/or a suitable contractor or contractors, as determined by the Code Official for the City, shall forthwith enter into the property located at **54 WESTWOOD ST** in the City of Hillsdale, Michigan, and remove the unpermitted fence and illegally parked and/or inoperable vehicles located on the property and remove the debris therefrom, consistent with the provisions of Section 11.4 of the Hillsdale City Charter, the provisions of Sections 14.31 through 14.36 of the Hillsdale City Code,

charging 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.

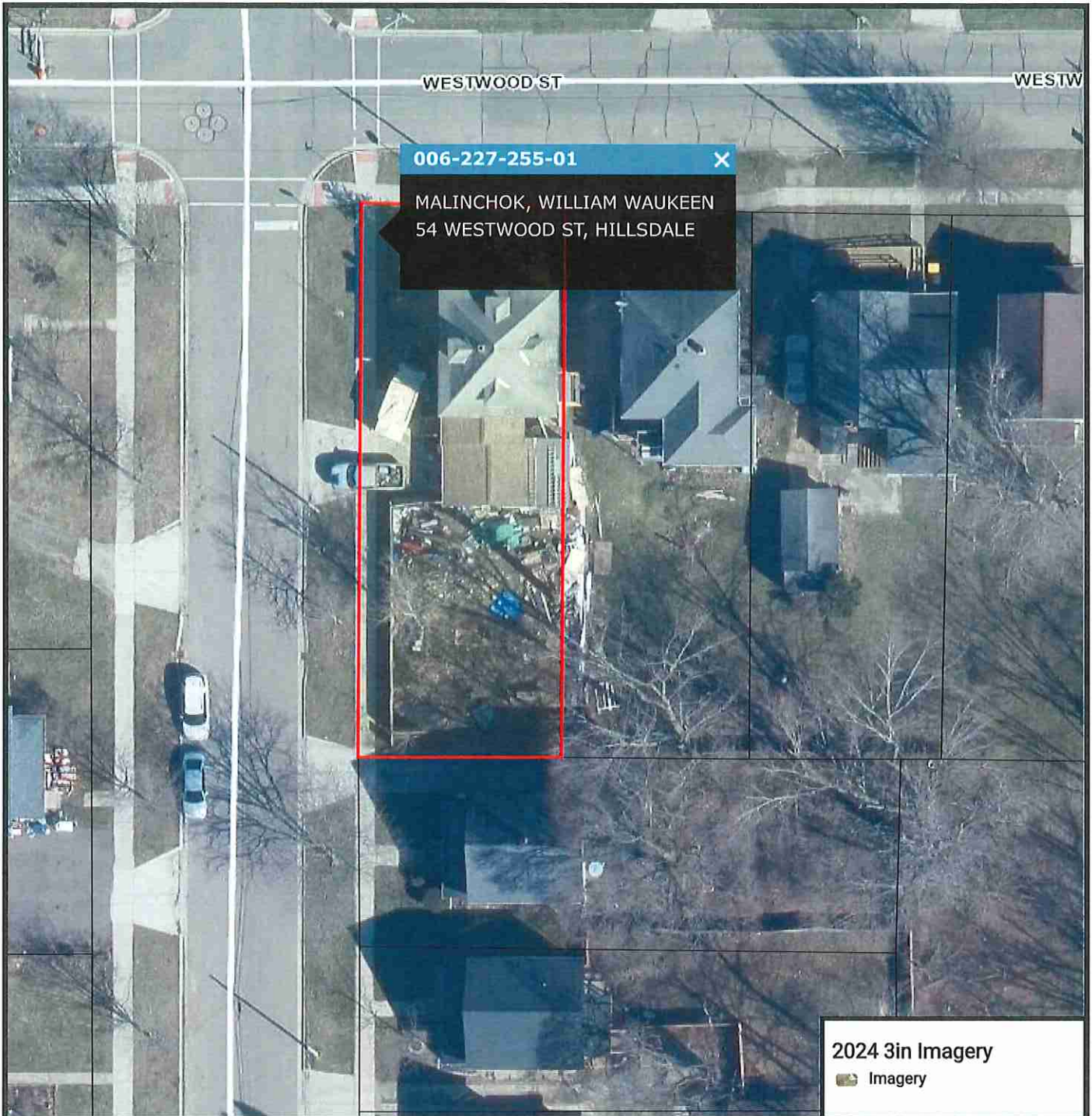
ADOPTED IN OPEN COUNCIL MEETING THIS 17 DAY OF August, 2026.



Scott Sessions, Mayor



Katy Price, City Clerk



Hillsdale County GIS

54 Westwood St - GIS imagery

powered by
FetchGIS 



Map Publication:

09/02/2026 10:10 AM

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Hillsdale County expresses no warranty for the information displayed on this map document.



Hillsdale County GIS

54 Westwood St - GIS imagery

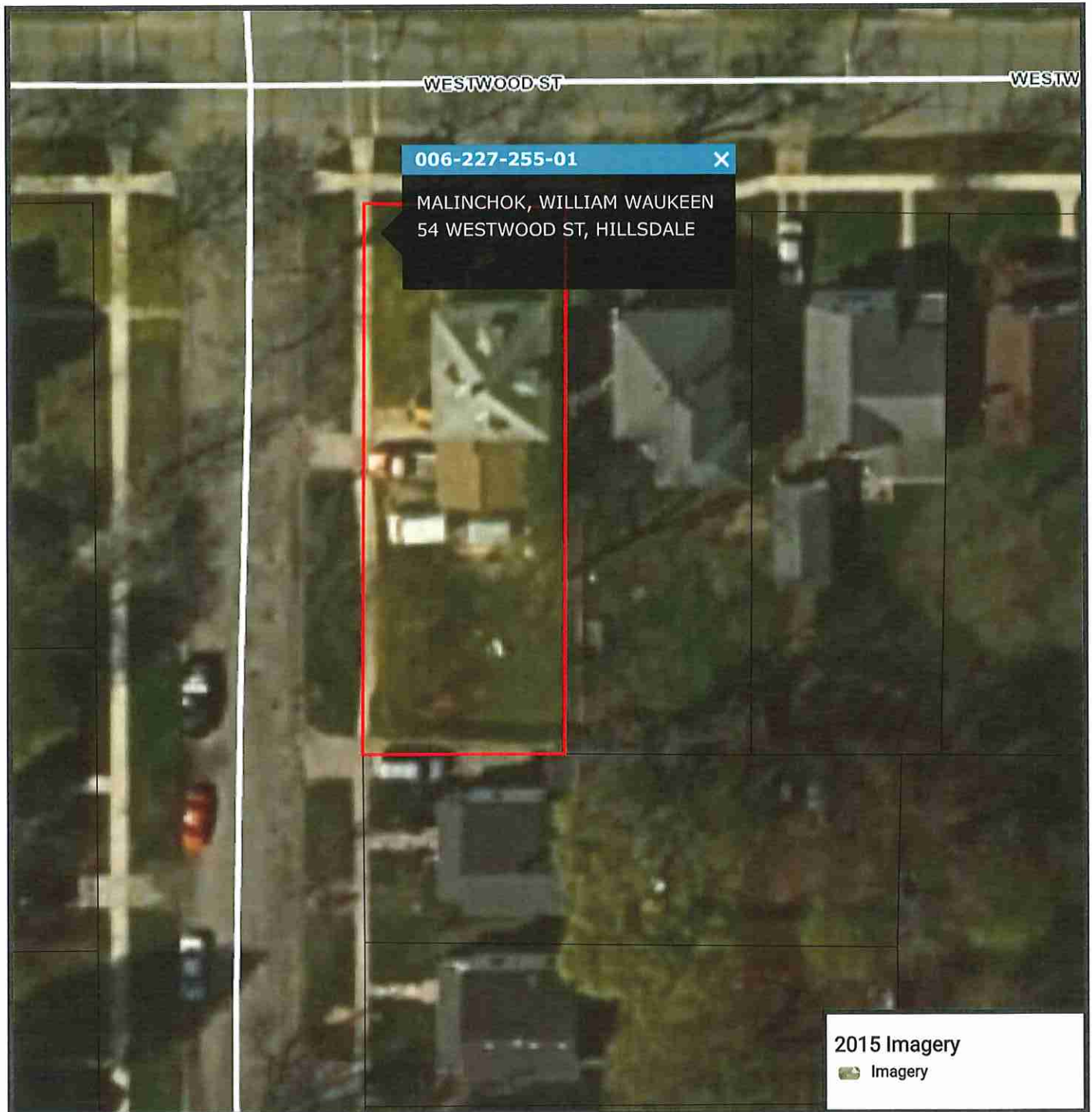
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Map Publication:

09/02/2026 10:12 AM

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Hillsdale County GIS

54 Westwood St - GIS imagery

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FetchGIS 



Map Publication:
09/02/2026 10:13 AM

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Hillsdale County GIS

54 Westwood St - GIS imagery

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Map Publication:
09/02/2026 10:14 AM

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54 WESTWOOD ST

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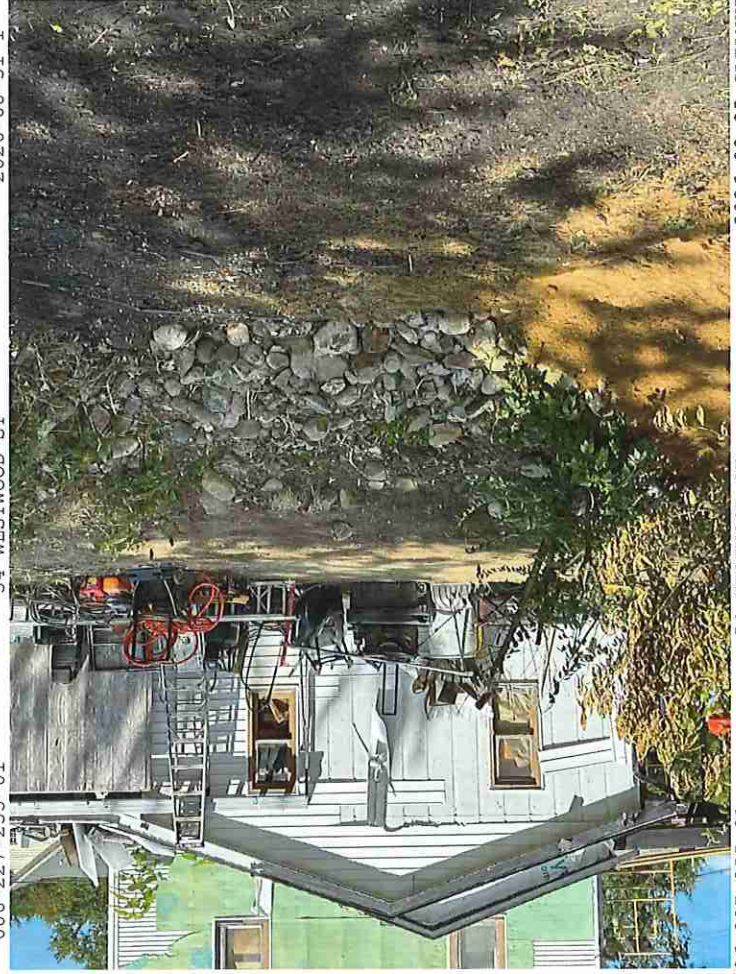


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54 WESTWOOD ST

2026-08-31



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54 WESTWOOD ST

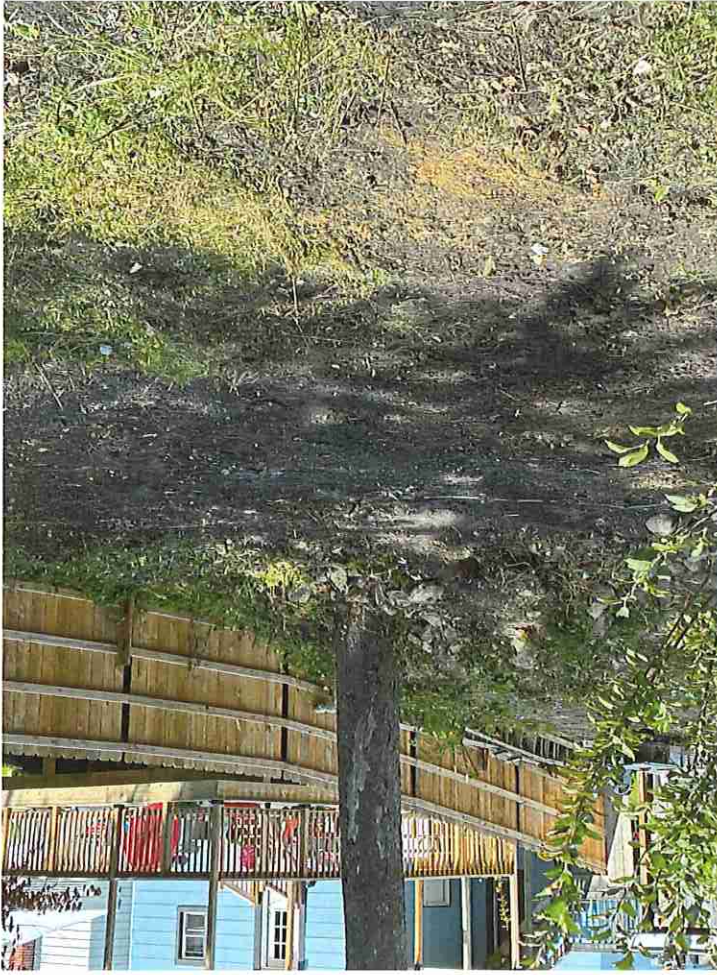
2026-08-25 CLEANUP



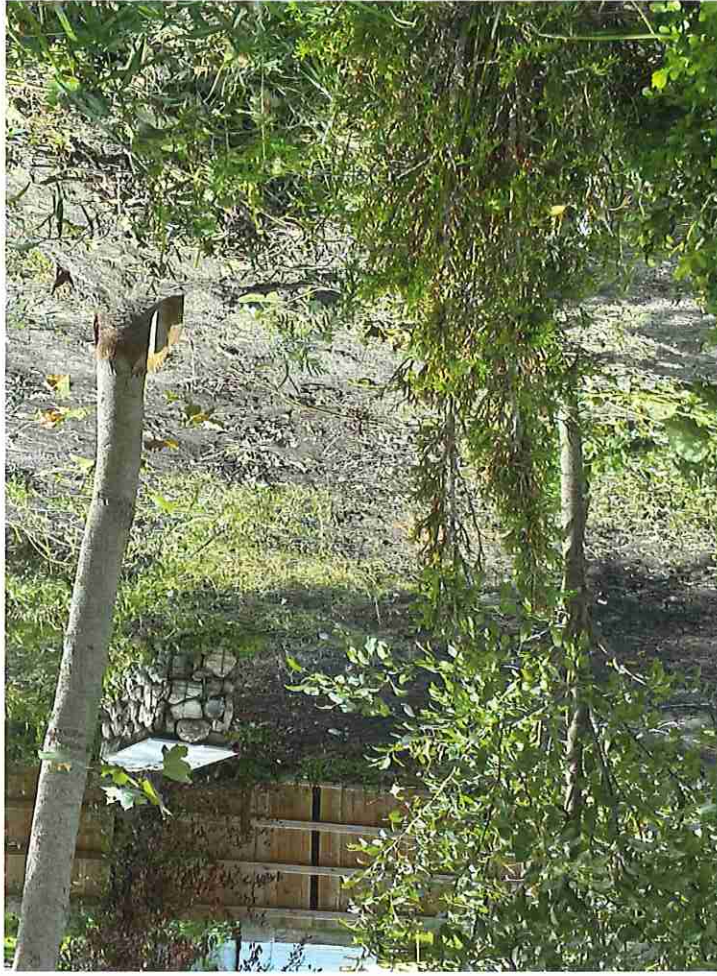
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54 WESTWOOD ST

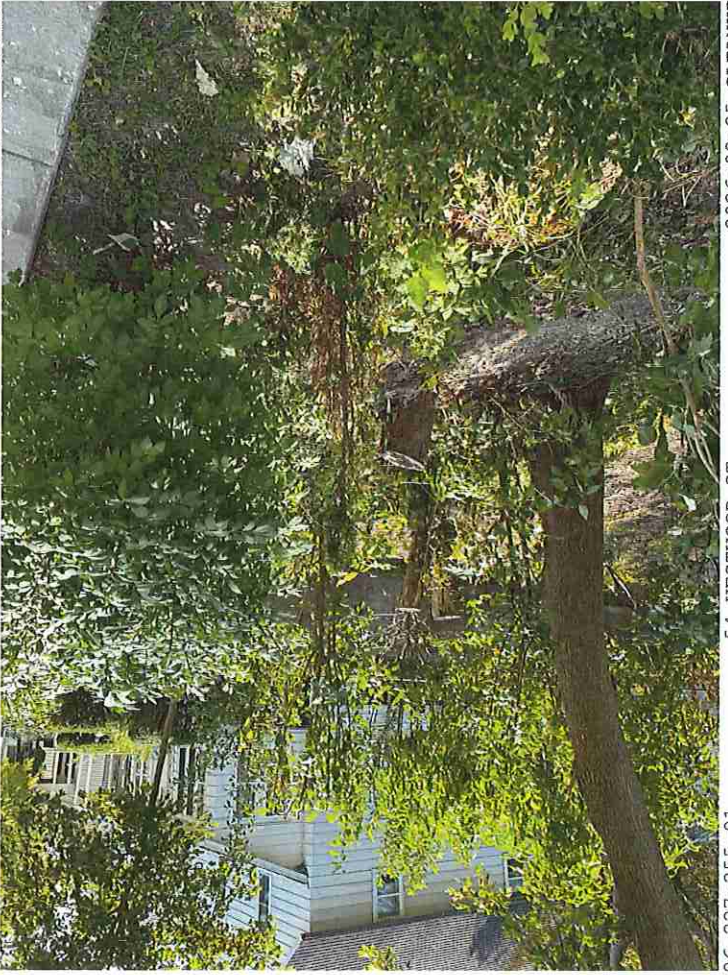
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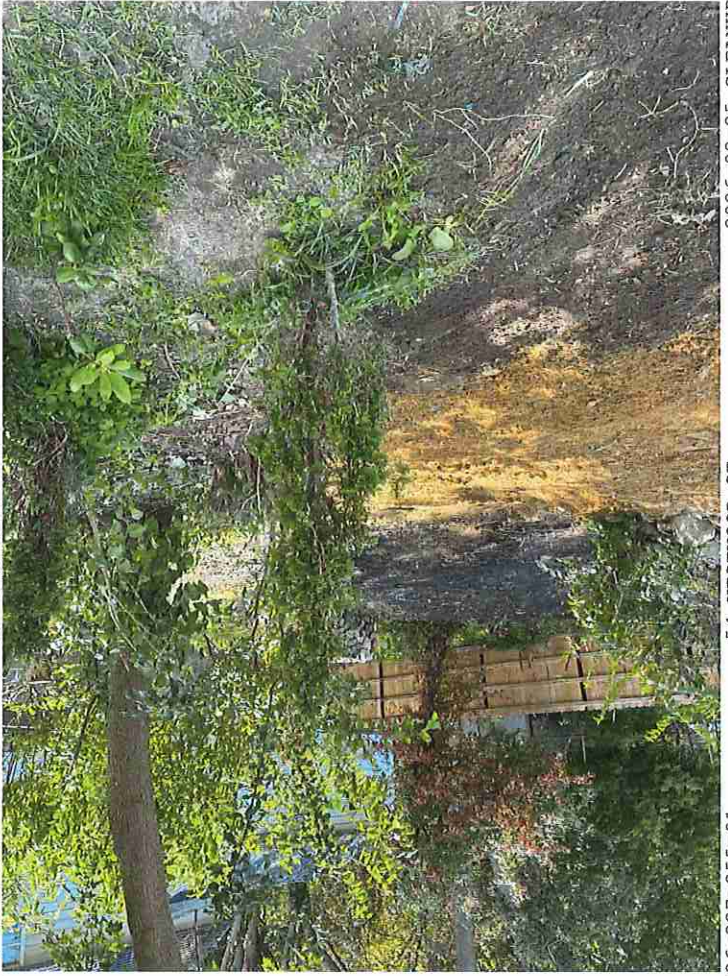
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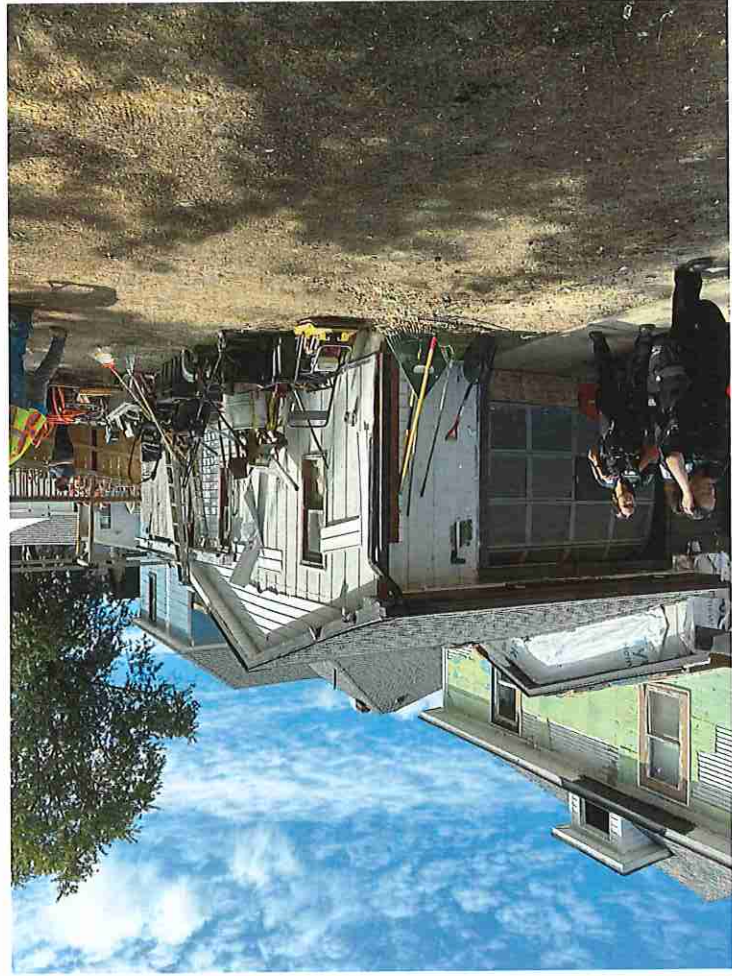
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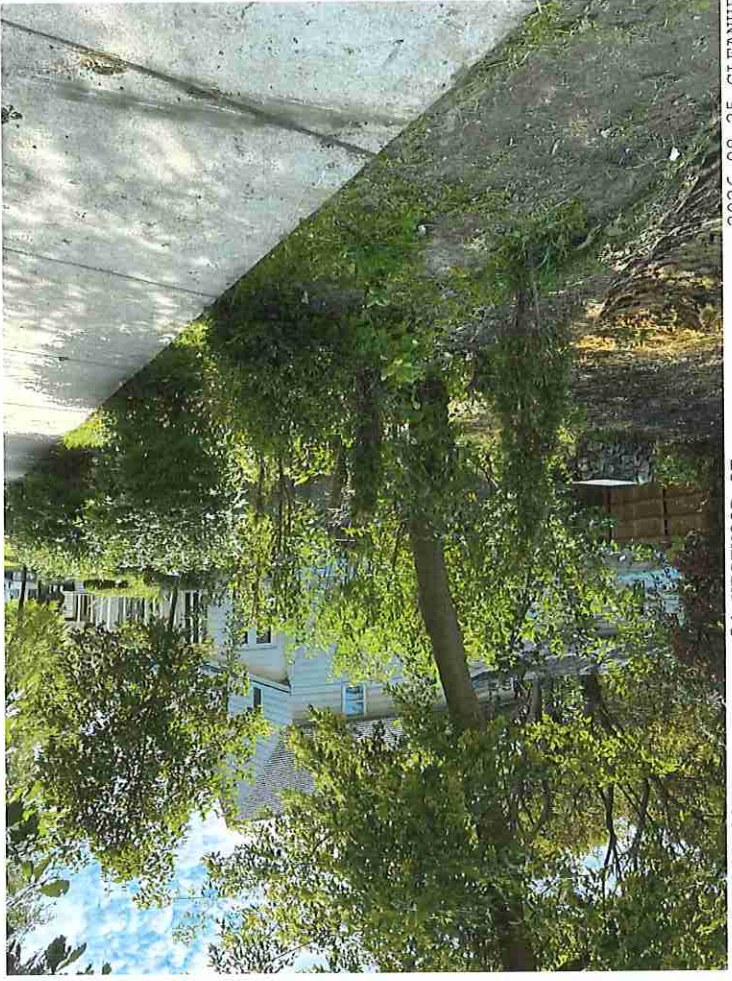
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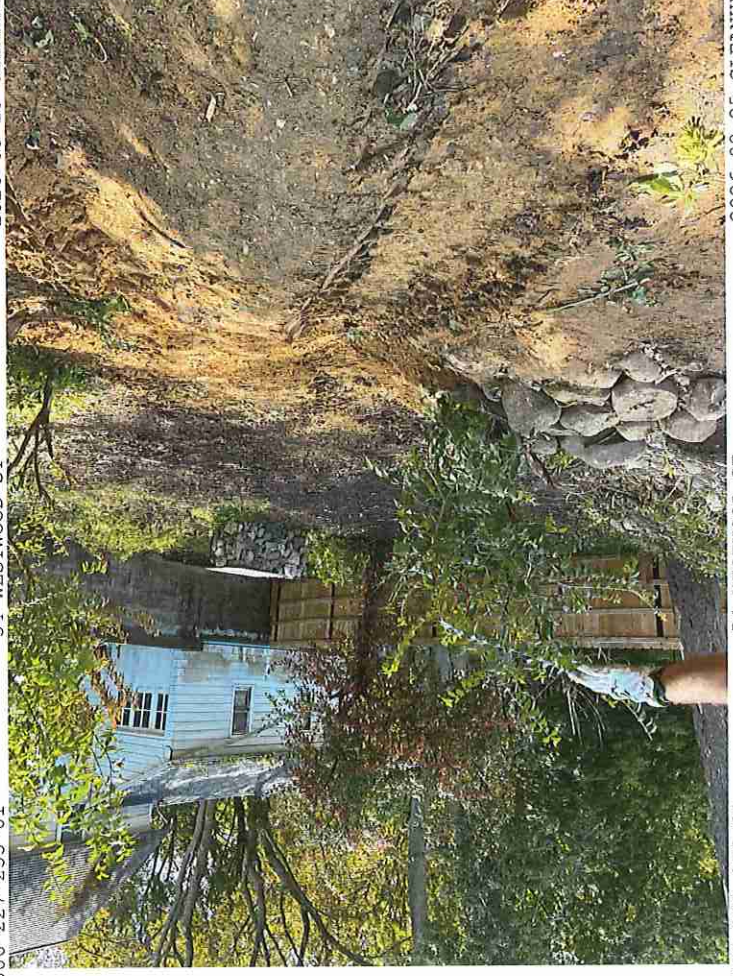
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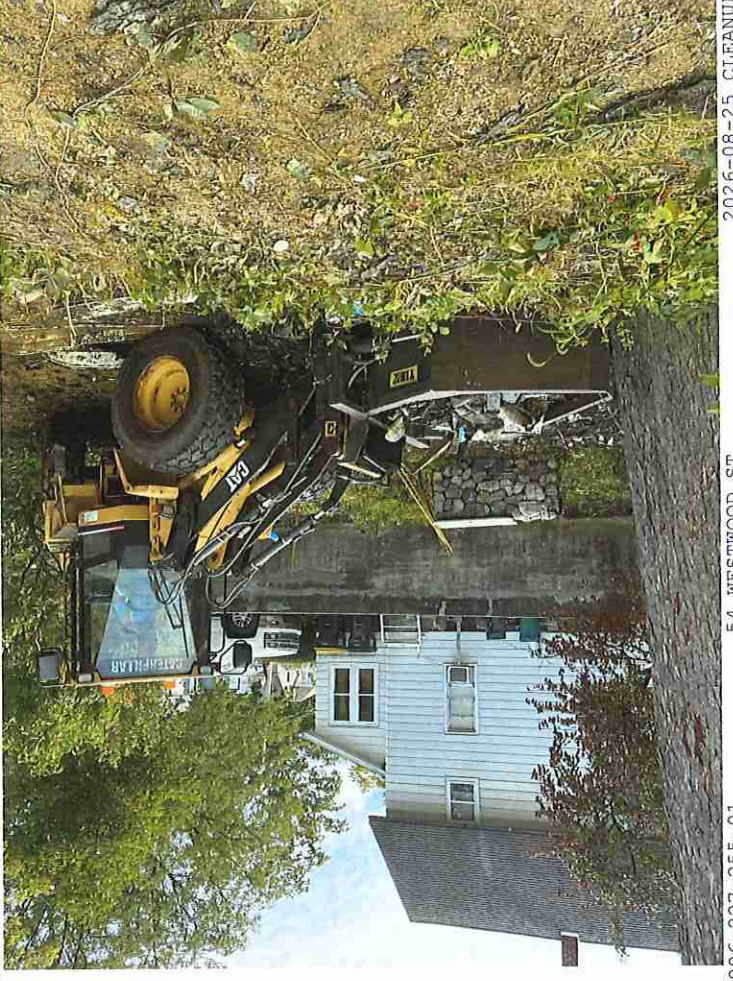
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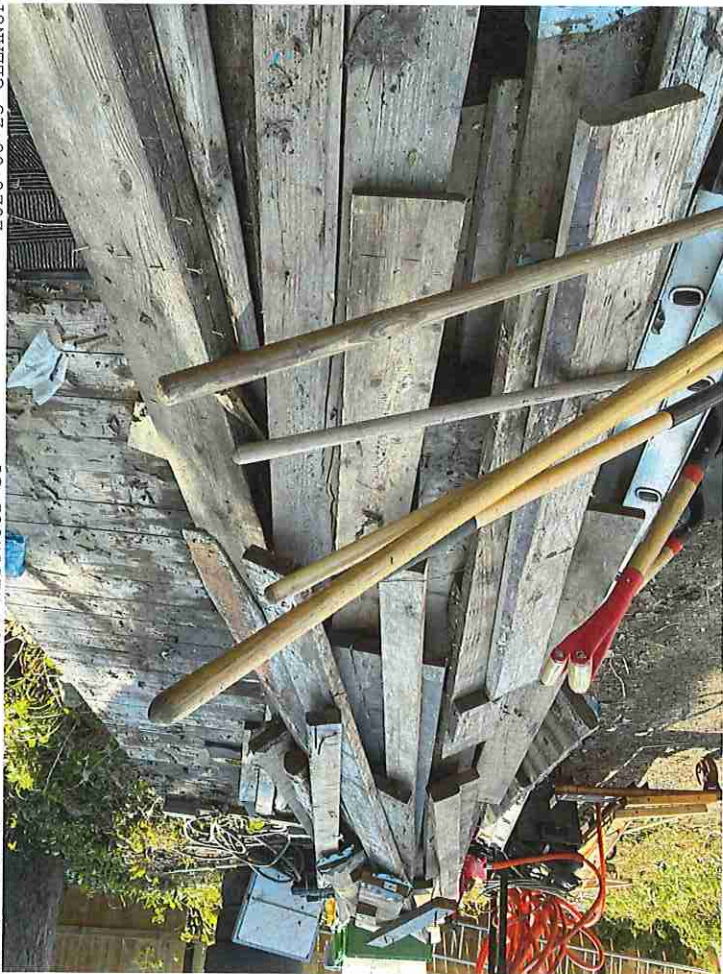
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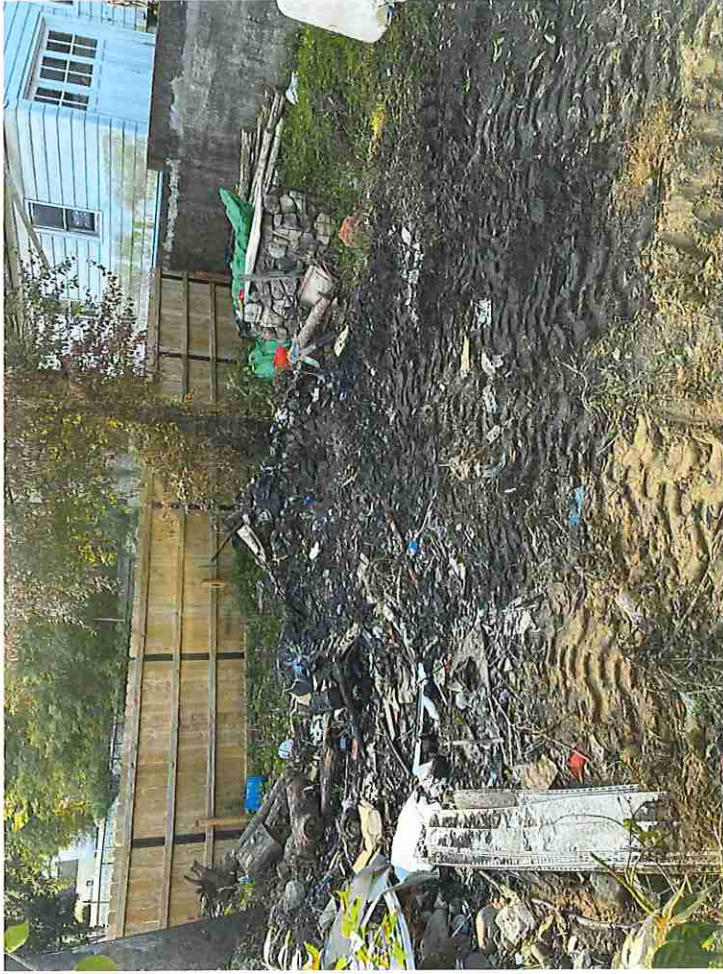
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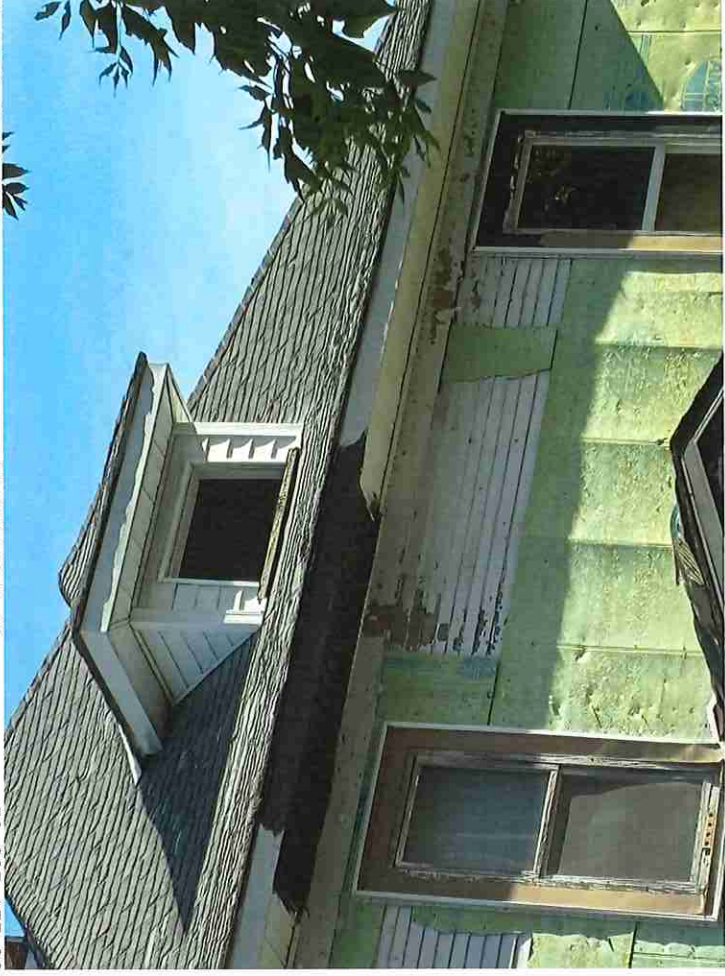
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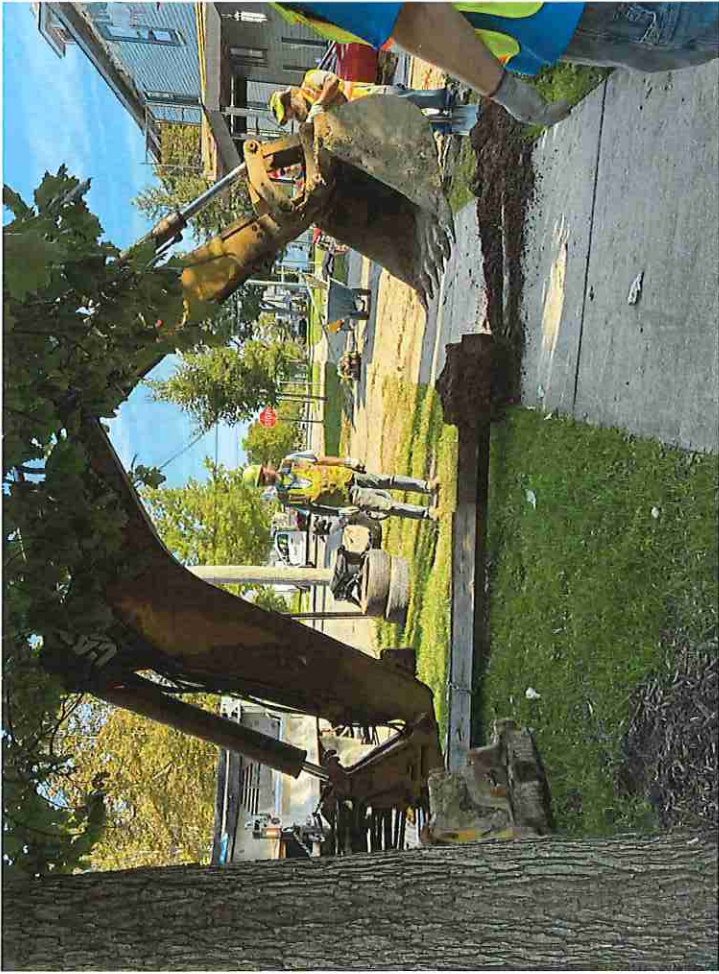
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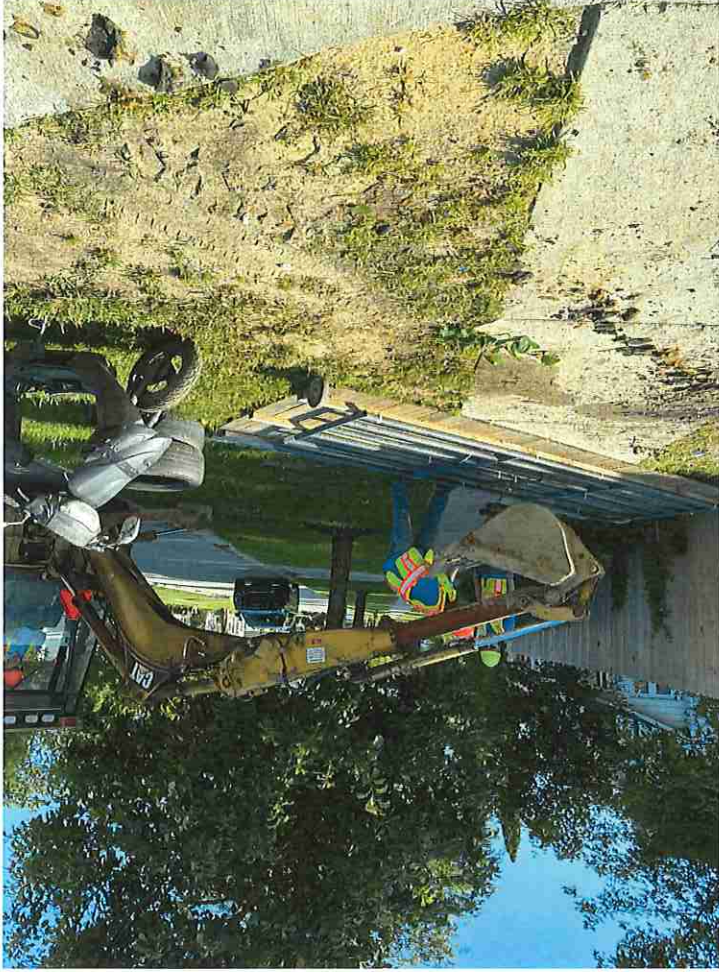
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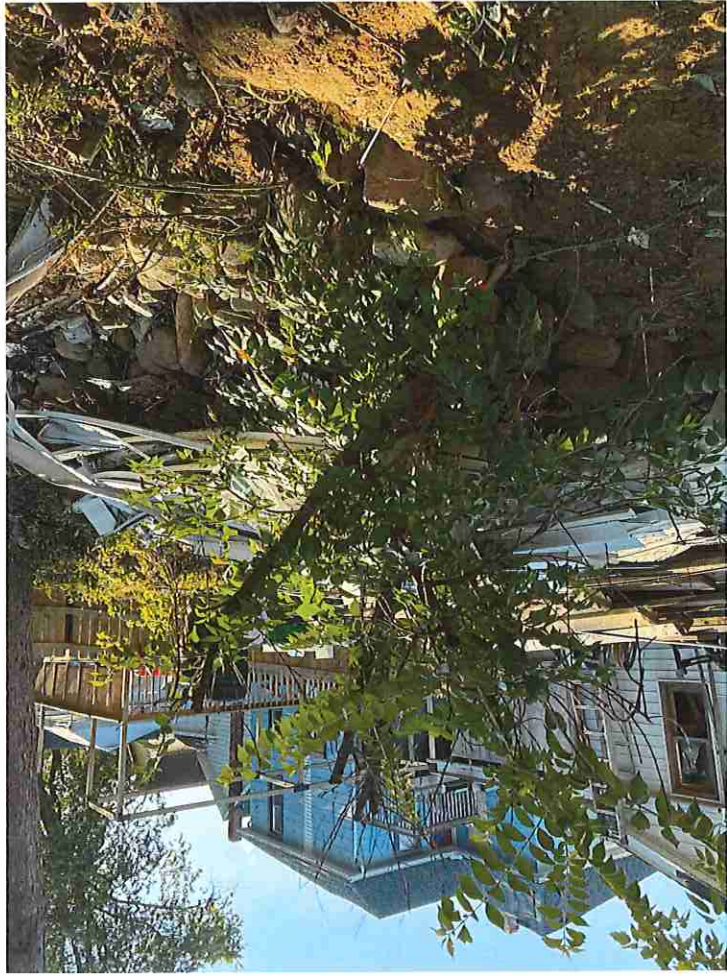
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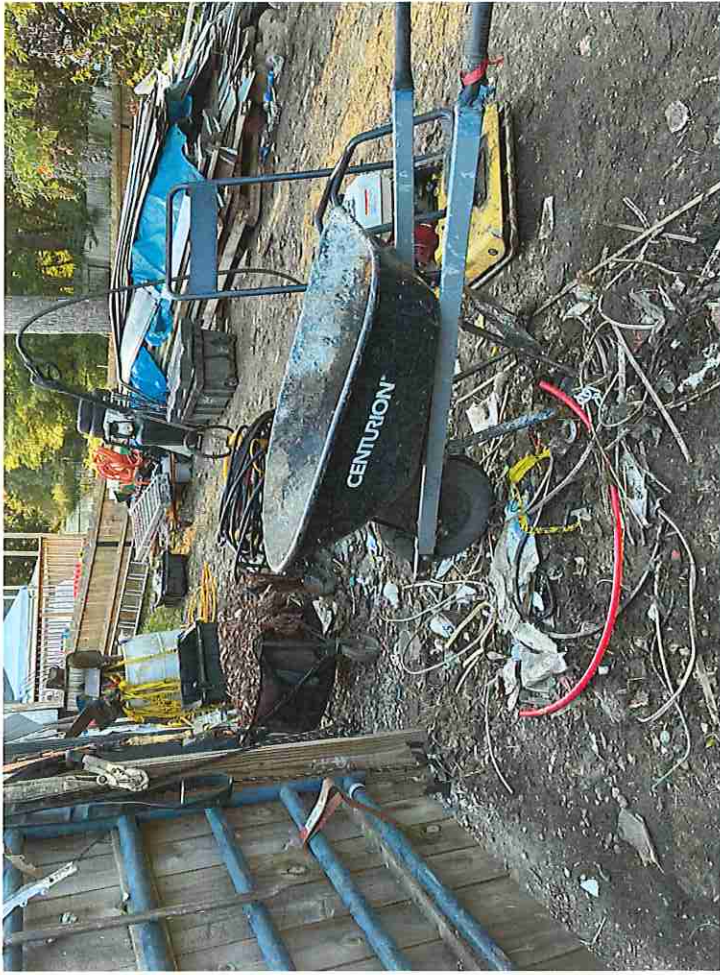
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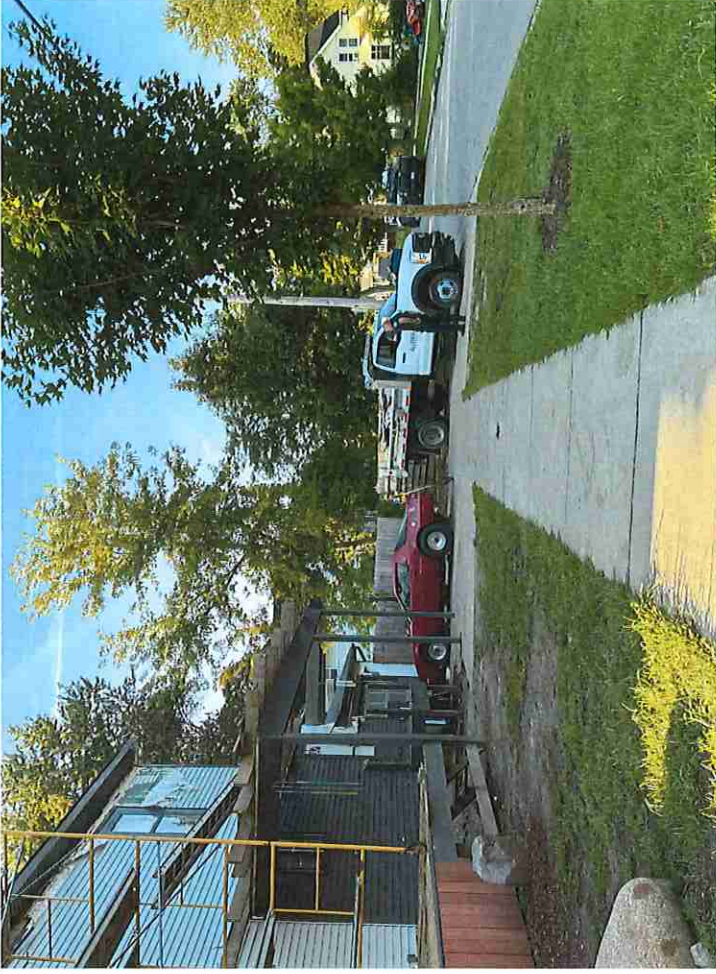
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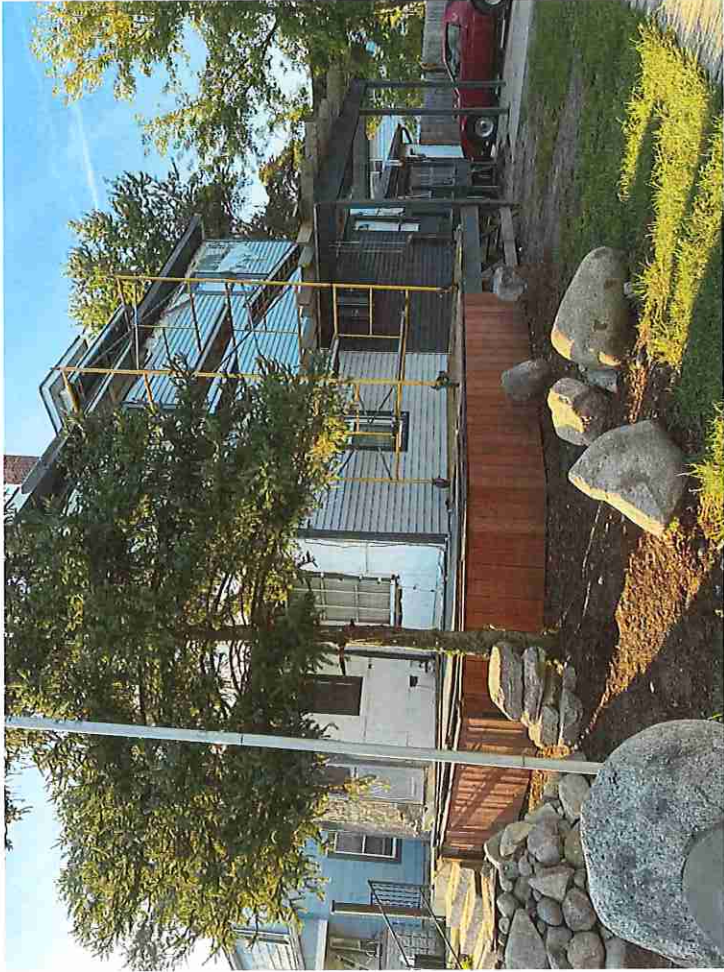
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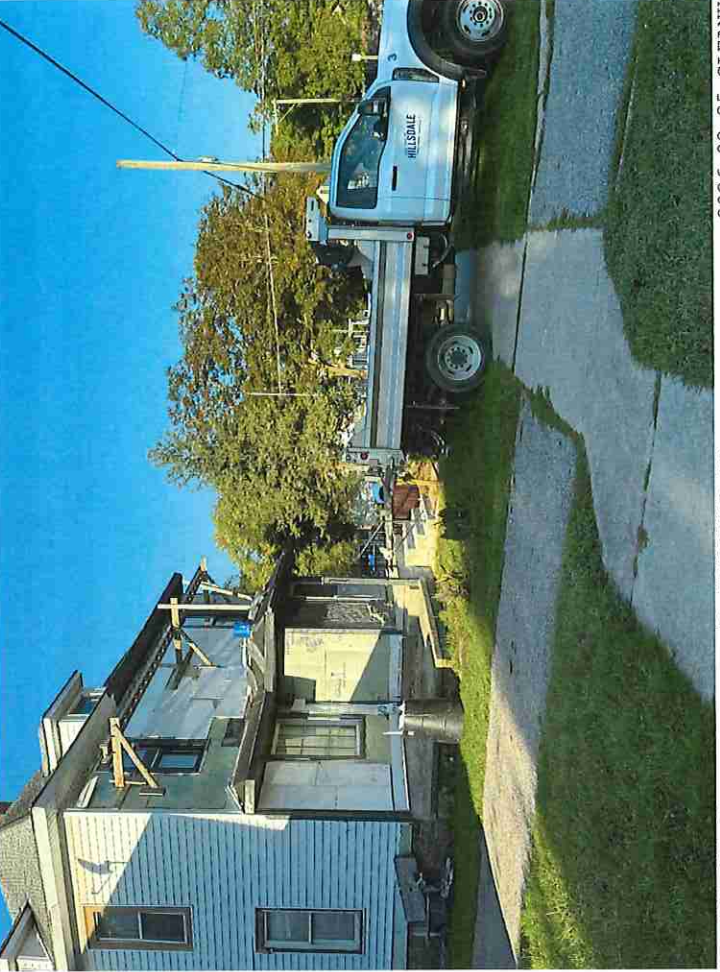
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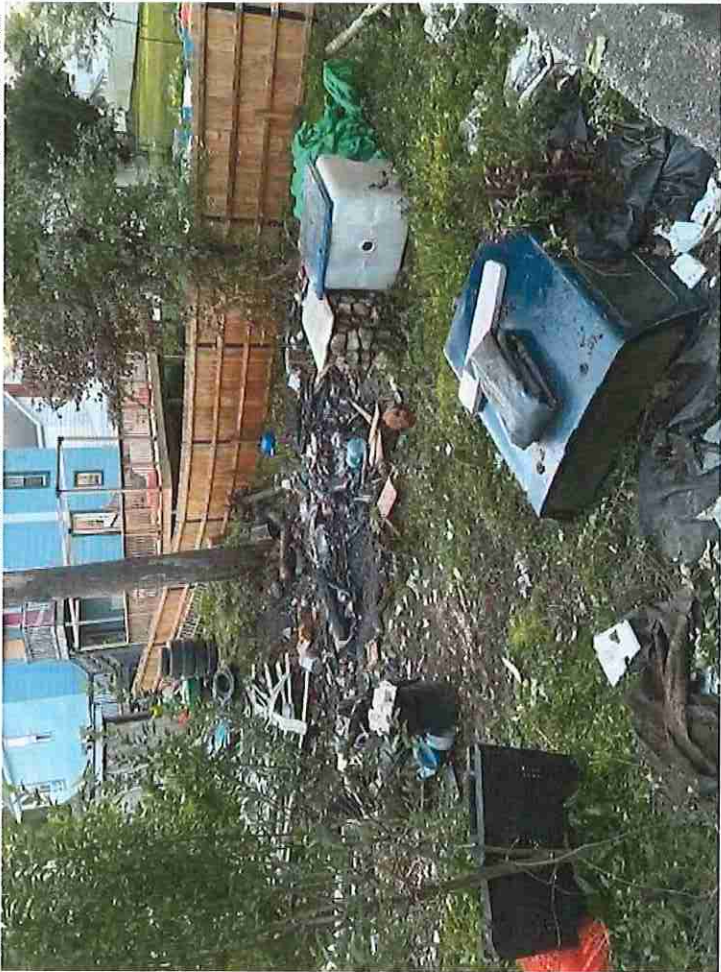
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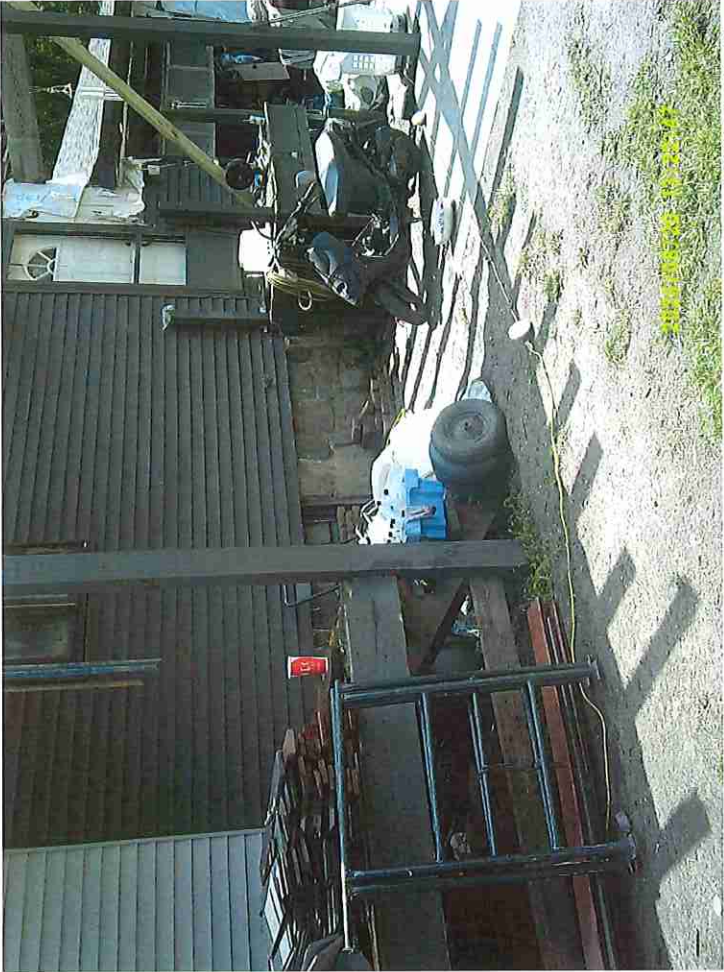


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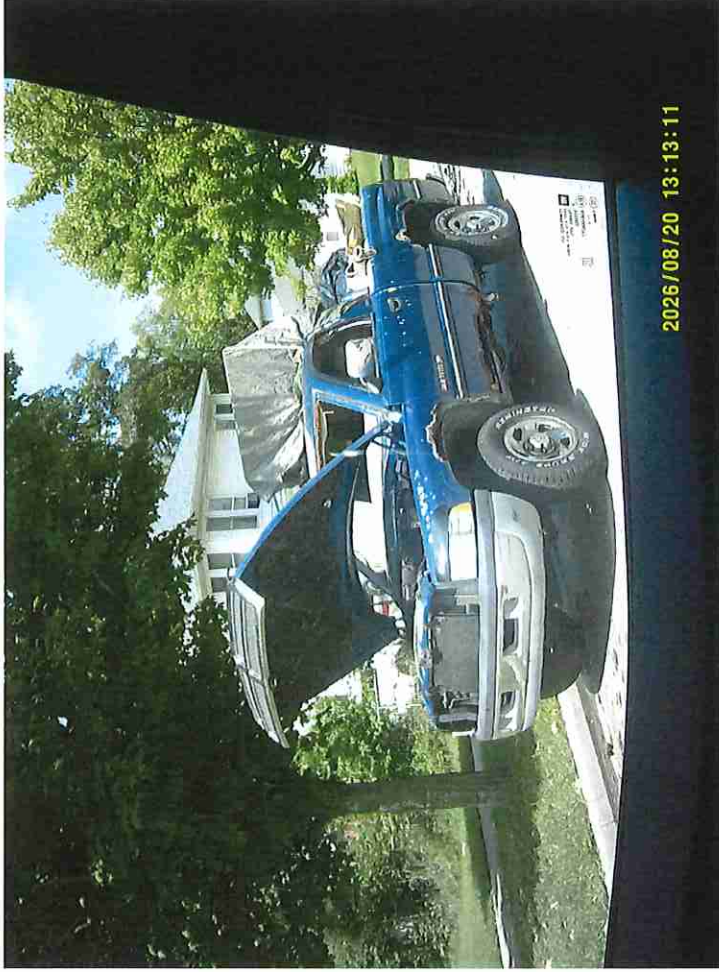
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CITY OF HILLSDALE

Code Enforcement

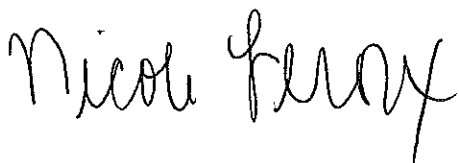
97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695
(517) 437-6455 FAX: (517) 437-6448
codeenforcement@cityofhillsdale.org

Narrative of the cleanup evolution at 54 Westwood Ave

On Tuesday 8/25/2026 at approximately 7:17 a.m. I, Code Enforcement Officer Nicole Leroux, arrived on scene at 54 Westwood Street-Residence of William Waukeen Malinchok (D.O.B. 12/30/1974). I was met with Jason Blake-Department of Public Services Director as well as 9 of his general laborers, Kimberly Thomas-City Accessor, Deputy McCormick-Hillsdale County Sheriff Deputy, and Sergeant Pratt-Hillsdale City Police. We immediately began cleaning up the front of the house and then on to the back yard disposing of all of the refuse, debris, construction materials, trash, and junk. During the timeframe that I was present, DPS workers successfully hauled away 13 truckloads of trash from the exterior of the property, including the noncompliant fence that was constructed without permits that runs horizontal with Rippon Ave. The trash was taken to the LRS transfer station located at 425 W Carleton Road here in the City of Hillsdale. Myself, as well as all the other workers were on scene a total of 5 hours and 13 minutes. The weight of all of the refuse removed from the property throughout the day totaled 22,5801bs or 11.290 tons. While on scene, I was able to observe the garage, as well as a shed(affixed to the main structure of the house) full of the same trash and materials that were collected on the exterior of the property, however the court order that I had obtained at the 2B District Court only ordered for the removal of exterior trash. Additionally, I observed approximately 15-20 cats (including several newborn kittens) that all appeared to be in poor health conditions. The entire grounds had a strong odor of cat urine and rotten trash. The overall

condition of the property upon arrival was extremely poor and unkept. The unsanitary conditions and odor were almost unbearable to breathe through. There were nails, screws, and broken glass on almost every single inch of the entire property. During the removal of the trash, I advised all workers to keep all of the tools and construction supplies that belonged to Mr. Malinchok and we arranged them as neatly as possible along the back of the house. Near the end of the cleanup, I observed a black pickup truck arrive on scene. A white male exited the vehicle and began screaming at myself and Accessor Thomas that "I have a court order from the prosecutor that you are not allowed to be here and he's not going to be happy". I advised the gentleman that "I have a court order to be here". He began screaming obscenities at me and made me fear for my safety. A few moments later, the same gentleman came back around the corner and threatened that he would be back for me and that he would remember who I am. At that time, I advised Accessor Thomas to call 911. While Mrs. Thomas was on the phone with police dispatch, I walked over to the truck to get the license plate of the gentleman. He left and did not return. Officers Rathbun and Gimenez arrived on scene shortly after the male departed and stayed for the rest of the evolution. Prior to my departure, I took several photographs of the property including the pile of things that were left behind. I left the residence at 12:30 P.M. with no further incident.

Nicole Leroux

A handwritten signature in black ink, appearing to read "Nicole Leroux". The script is cursive and fluid, with the first name "Nicole" written in a larger, more prominent style than the last name "Leroux".

Code Enforcement Officer-City of Hillsdale

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: Old Business

SUBJECT: Resolution #3683 & 3686 [Nuisance](#), Chapter 14, Article II, Hillsdale Code of Ordinances – 64 Spring St - abatement

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

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.

City Action to Resolve: Upon referral by the 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. Resolution #3686 was adopted August 17, 2026 following a public hearing due to failure of the property owner to bring the property into compliance by the deadline. This resolution directed and authorized City staff to complete the work necessary to abate the hazards.

An inoperable vehicle was removed from the property August 18, 2026. In preparation for demolition of the unsafe structure, Total Environmental Services, LLC (TES) was contracted to

complete an asbestos survey (report attached). TES has also been contracted to remove the asbestos containing pipe insulation from the attic. This work is scheduled to be completed on September 9, 2026. Next step is to put out the bid packet for selection of a contractor to complete the demolition.

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:

No action is required from Council at this time.

CITY OF HILLSDALE, MICHIGAN

RESOLUTION NO. 3686

A Resolution pursuant to Section 11.4 of the Hillsdale City Charter determining that the residential structures situated on the lot located at 64 SPRING ST within the City of Hillsdale, Michigan, having been condemned as a public nuisance and ordered abated in Resolution No. 3683 of the City Council adopted on July 20, 2026, have not been brought into compliance with City Ordinance as required by the Resolution, and ordering that the structures situated on the property be demolished by the Department of Public Services and/or by a contractor as determined by the City's Code Official, consistent with Sections 14.31 through 14.36 of the Hillsdale Municipal Code.

WHEREAS on July 20, 2026, the City Council adopted Resolution No. 3683 determining that 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, said Resolution further directing the Code Official for the City to give notice to the owner of the property of the City Council's determination, 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; and

WHEREAS the owner of the property was provided with the notice by the Code Official along with a copy of the Resolution of the City Council on July 21, 2026; and

WHEREAS a public hearing was held in open Council on August 17, 2026, at which evidence was presented indicating that the owner of the property has failed 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 provided by the Code Official; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council has determined that the owner of the property located at **64 SPRING ST** in the City of Hillsdale has failed 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 provided by the Code Official as required by Resolution No. 3683, dated July 20, 2026, and that in order to abate the nuisance and dangerous conditions presented by the property and the structures located thereon it is necessary to demolish the structures located on the property.

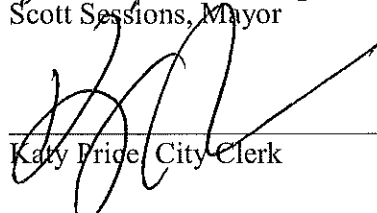
IT IS FURTHER RESOLVED that the Department of Public Services for the City and/or a suitable contractor or contractors, as determined by the Code Official for the City, shall forthwith enter into the property located at **64 SPRING ST** in the City of Hillsdale, Michigan, and demolish the structures located on the property and remove the debris therefrom, consistent with the provisions of Section 11.4 of the Hillsdale City Charter, the provisions of Sections 14.31 through

14.36 of the Hillsdale City Code, charging 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 17 DAY OF AUGUST, 2026.



Scott Sessions, Mayor



Katy Price, City Clerk

Asbestos Survey

Vacant House
64 Spring St.
Hillsdale, Michigan 49242

TES Project No. 260399-83



Prepared For:

City of Hillsdale
97 N. Broad St.
Hillsdale, Michigan 49242

Prepared By:
Total Environmental Services, LLC
1950 Clinton St.
Toledo, Ohio 43607

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TOTAL ENVIRONMENTAL SERVICES, LLC.

1950 Clinton Street
Toledo, OH 43607
Phone: (419)244-6555
Fax: (419)244-6533

August 28, 2026

Project: 260399-83

Kimberly Thomas
City of Hillsdale
97 N. Broad St.
Hillsdale, MI 49242

Phone: (517) 437-6440

RE: **Asbestos Survey**
Vacant House
64 Spring St.
Hillsdale, Michigan 49242

We have completed an asbestos survey for the vacant house located at 64 Spring St. in Hillsdale, Michigan. The purpose of this report was to determine whether any of the building materials contain asbestos and if they would be required to be removed prior to demolition. The physical survey was completed on August 20, 2026.

Upon receiving the results back from the laboratory, it is determined that there is pipe insulation in the hallway attic area that is confirmed to be asbestos containing. The roofing material has been assumed to be asbestos containing. 1% is the threshold for the MIOSHA and EPA for a building material to be considered asbestos containing material (ACM) and depending on its classification and condition may need to be removed prior to the demolition. Their classification, condition and means of demolition will determine whether they will need to be abated prior to the demolition of the house.

We at Total Environmental Services thank you for the opportunity to assist you in this project. If we may assist you in the future or if you have any questions, please feel free to contact us at (419) 244-6555.

Thank You!
Total Environmental Services, LLC.



Andrew Wolniewicz, Project Manager
Asbestos Inspector & Management Planner A46491

SECTION 1**Survey Summary Section**Site Information:Project # 260399-83Address: 64 Spring St.City, State: Hillsdale, Michigan

ACM
Survey Date: <u>8/20/2026</u>
By Whom: <u>TES</u> Andrew Wolniewicz, Michigan Asbestos Inspector and Management Planner A46491
<u>Results:</u> <u>Number of samples collected: 14</u> <u>Number of layers analyzed: 25</u> <u>Number of samples point counted: 0</u> <u>Number of ACM samples tested positive: 02</u> <u>Was friable ACM found: Yes</u> <u>Was roofing materials sampled: No</u> <u>Are there unique state or local requirements? Yes (If yes, see section 7)</u>
<u>Laboratory utilized:</u> <u>Name: DMD Environmental, Inc. 3424 West Laskey Rd. Toledo, OH 43623</u>
<u>Limitations (if any):</u> Only accessible materials were sampled. The roofing materials were not sampled and are assumed to contain asbestos.
<u>Comments:</u> TES understands that the City of Hillsdale intends to demolish the vacant house. There is confirmed asbestos containing pipe insulation in the hallway attic area of the house.

Total Environmental Services, LLC

SECTION 2
Introduction

GENERAL INFORMATION

Total Environmental Services, LLC (TES) was retained by Kimberly Thomas, with the City of Hillsdale, to conduct an asbestos survey on a vacant house located at 64 Spring St. in Hillsdale, Michigan.

The inspection was conducted on August 20, 2026.

AUTHORIZATION

Authorization to perform this study was given by Kimberly Thomas with the City of Hillsdale. This report has been prepared for the exclusive use of the City of Hillsdale.

PURPOSE

The purpose of this survey was to determine if asbestos is present and needs to be removed before demolition.

Total Environmental Services, LLC

Section 3 Warranty

Total Environmental Services, LLC warrants that the findings contained herein have been prepared with the level of care and skill exercised by experienced and knowledgeable environmental consultants who are appropriately licensed or otherwise trained to perform asbestos assessment pursuant to the scope of work required on this project.

The survey included inspection of accessible materials such as above or behind suspended ceilings or other non-permanent structures. TES did not inspect or sample in accessible areas such as behind walls or within ductwork and did not dismantle any part of the structure to survey inaccessible areas. For the purpose of this warranty, inaccessible is defined as areas of the building that could not be tested (sampled) without destruction of the structure or a portion of the structure. In the event that access to a portion of the building was not obtained, which otherwise would have been tested, such limitations are specifically identified in Section 6 of this report.

GENERAL REFERENCES

Inspection and sampling procedures were performed in general accordance with the guidelines published by the EPA in 40 CFR Part 763 Subpart E, October 30, 1987. Sampling procedures include collection of at least two (2) samples of all suspect friable and non-friable materials.

GENERAL ORGANIZATION

The study itself consisted of three major activities: visual inspection, sampling, and quantification. Although these activities are listed separately, they are integrated tasks.

VISUAL INSPECTION

The visual inspection was performed by an EPA accredited and State of Michigan licensed Asbestos Inspector. An initial building walk-through was conducted to determine the presence and condition of suspect materials which were accessible and/or exposed. Materials which were similar in general appearance were grouped into homogeneous sampling areas.

- **Homogeneous Material Classifications**
A preliminary walk-thru of the building was conducted to determine areas of materials which were visually similar in color, texture, general appearance, and which appeared to have been installed at the same time. Such materials are termed "homogeneous materials" by the EPA. During this walk-through, the approximate locations of these homogeneous materials were also noted. Only materials which were accessible and/or exposed and suspected to contain asbestos were identified.
Following the EPA inspection protocol, each identified suspect homogeneous material was placed in one of the following EPA classifications:
 - **Surfacing Materials** (spray or trowel applied to building members)
 - **Thermal System Insulation** (materials generally applied to various mechanical systems)
 - **Miscellaneous Materials** (any materials which do not fit either of the above categories)

SAMPLING PROCEDURES

Following the walk through, the inspector collected selected samples of exposed and/or accessible materials identified as suspect ACBM.

QUANTIFICATION

Quantities of accessible and/or exposed building materials which were suspected of containing asbestos were estimated. This estimation was performed by taking approximate measurements in the field. Suspect materials applied to surfaces such as floors, walls, and ceilings were expressed in total square footage.

LABORATORY PROCEDURES

Method of Analysis (Asbestos)

Analysis was performed by using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/tremolite), fibrous constituents. Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

All bulk samples were analyzed by Polarized Light Microscopy (PLM) with dispersion staining as described by the interim method of the determination of the asbestos in bulk insulation, Federal Register, Volume 47, No. 103, May 27, 1982. This is standard method of analysis in optical mineralogy and the currently accepted method for the determination of asbestos in bulk samples. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The characteristic color displays which result enable mineral identification.

SECTION 5
Results

GENERAL SUMMARY

Fourteen (14) samples of suspect materials were obtained from the vacant house. A material is considered by the U.S. Environmental Protection Agency to be asbestos containing if at least one sample collected from the area shows asbestos present in an amount greater than one percent (>1%). A material is considered by the Federal OSHA to be asbestos containing if at least one sample is greater than one percent (>1%).

BUILDING SPECIFIC FINDINGS AND OBSERVATIONS

The vacant house inspected consisted of a 2-story house on a Michigan basement. The house is fire damaged and hoarded with contents throughout. The following table summarizes the confirmed and assumed asbestos containing materials detected during the inspection.

Sample #	HA	Material	Location	Contain Asbestos	Qty
		64 Spring St. Hillsdale, Michigan			
64-11	04	Pipe Insulation	Hallway Attic	Yes-65%	4 LF
64-12	04	Pipe Insulation	Hallway Attic	Positive Stop	
**	**	Roofing	Exterior	Assumed	1,400/SF

**These materials were not analyzed and are assumed to be asbestos containing.

HOMOGENEOUS AREAS:

HA-01: 64-01, 64-02, 64-03, 64-04, 64-05, 64-07
HA-02: 64-06, 64-08
HA-03: 64-09, 64-10
HA-04: 64-11, 64-12
HA-05: 64-13, 64-14

CONCLUSION

Fourteen (14) samples of suspect asbestos containing materials were sampled and tested for the vacant house. Analysis found that there is confirmed asbestos containing pipe insulation in the attic of the house. The roofing system was assumed to contain asbestos.

Certain materials may have been inaccessible during the survey such as ceiling/wall cavities. These and any other inaccessible areas should be inspected prior to or during any renovation or demolition to verify that no hidden suspect materials exist within them. The contractor should be aware of this report and have knowledge of the sampled materials. Should additional suspect materials be encountered during construction activities, they should be sampled and analyzed.

RECOMMENDATIONS

The attic pipe insulation is considered a friable regulated asbestos containing material (RACM) under the federal NESHAP regulations and must be removed prior to demolition by a licensed Michigan Occupational Safety & Health Administration Asbestos contractor.

The roofing shingle system is considered a Category I non-friable asbestos under the federal NESHAP regulations and may remain in place under normal demolition practices as long as they are not rendered friable.

SECTION 7
Regulations and Local Requirements

CODE AND REGULATIONS

Federal Regulations which govern asbestos work or hauling, and disposal of asbestos waste materials include but not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration

Asbestos Regulations

Title 29, Part 1910, Section 1001 of the Code of federal Regulations

1994 OSHA Rules and Regulations, Amendment Section 1926.1101

Respiratory Protection

Title 29, Part 1910, Section 134 of the Code of Federal Regulations

Construction Industry

Title 29, Part 1926, Code of the Federal Regulations

Access to Employee Exposure & Medical Records

Title 29, Part 190, Section of the Code of Federal Regulations

Hazard Communication

Title 29, Part 1010, Section 145 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags

Title 29, Part 1910, Section 145 of the Code of federal Regulations

U.S. Environmental Protection Agency (EPA) including but not limited to:

Worker Protection Rule
40 CFR Part 763, Subpart G
CPTS 62044, FLR 2843-9
Federal Register, Vol. 50, No. 134, 7/12/85
P28530-28540

Regulation for Asbestos
Title 40, Part 61, Subpart A of the Code of Federal Regulations

National Emission Standard for Asbestos
Title 40, Part 61, Subpart M of the Code of Federal Regulations,
including NESHAP Revision; Final Rule, Federal Register, Tuesday,
November 20, 1990.

Asbestos Hazard Emergency Response Act (AHERA)
Regulations 40 CFR Subpart E

U.S. Department of Transportation (DOT) including but not limited to:

Hazardous Substances: Final Rule
Regulations 49 CFR, Parts 171 and 172

Uniform Fire Code:

Asbestos Removal
UFC Section 87.106, 87.102

State of Michigan:

State of Michigan Occupational Safety & Health Administration

NOTICES

U.S. ENVIRONMENTAL PROTECTION AGENCY: Written notification is required by the USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M as needed) at least 10 working days prior to beginning any work on asbestos-containing materials.

PERMITS

Contractor must obtain all building and special permits required for the asbestos abatement work or demolition activity involving ACM. Includes permit required by Uniform Fire Code, if applicable.

LICENSES

Contractors must obtain current licenses as required by applicable state or local jurisdiction for the removal, transportation, disposal or other regulated activity.

APPENDIX

The InService Training Network

Asbestos Building Inspector and Management Planner Refresher Courses



Andrew Wolniewicz

has successfully completed the Asbestos Building Inspector and Management Planner Refresher Courses and passed by at least 70% the course examinations for accreditation under Section 206 of the Toxic Substance Control Act, Title II, and Indiana 326 IAC 18.2 Provided by: The InService Training Network, Inc., 705D Lakeview Plaza Blvd, Worthington, OH 43085 (614) 436-0980

Course Dates: July 14, 2026

Examination Date: July 14, 2026

Course Director:

Kurt Varg

Course Location: Worthington, Ohio

Expiration Date: July 14, 2027

Certificate Numbers: ITNIR7975 & ITNMPR7975

State of Michigan
 Department of Labor and Economic Opportunity
 Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Inspector

Andrew Wolniewicz
 6547 Teal Road
 Petersburg, MI 49270

Accreditation Number **A46491** Expiration Date **10/22/2026** DOB: 03/26/1975

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1988, as amended, to be accredited as an Asbestos Inspector.

Accreditation card is not valid if altered. **180469**

State of Michigan
 Department of Labor and Economic Opportunity
 Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Management Planner

Andrew Wolniewicz
 6547 Teal Road
 Petersburg, MI 49270

Accreditation Number **A46491** Expiration Date **10/22/2026** DOB: 03/26/1975

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

Accreditation card is not valid if altered. **180470**

State of Michigan
 Department of Labor and Economic Opportunity
 Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Contractor/Supervisor

Andrew Wolniewicz
 6547 Teal Road
 Petersburg, MI 49270

Accreditation Number **A46491** Expiration Date **10/22/2026** DOB: 03/26/1975

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

Accreditation card is not valid if altered. **180468**

ANALYTICAL REPORT - POLARIZED LIGHT MICROSCOPY (PLM)

CLIENT:	Terry Luhnig Total Environmental Services, LLC 1950 Clinton St. Toledo, Ohio 43607 419-244-6555 mail@totalenvironmental.us	Date Sampled: 8/20/26 Date Received: 8/21/26 Date Analyzed: 8/21/26	DMD Project No: 26-T010.50 DMD Report No: 49590 Sampled By: Client Page: 1 of 1
PROJECT:	Job #260399-83 City of Hillsdale 64 Spring Street Hillsdale, Michigan 49242		

LAB NO.	SAMPLE #/LAYER	SAMPLE LOCATION/IDENTIFICATION	F/NF	MICROSCOPIC DESCRIPTION	NON-ASBESTOS COMPONENTS	ASBESTOS CONTENT
B-96211	64-01	Wall system, second floor	NF-II	Gray granular material	5% Cellulose, carbonates, quartz	No asbestos detected
B-96212	64-02-A 64-02-B	Ceiling system, second floor	NF-II	Light gray popcorn texture Gray granular material	3% Cellulose, carbonates, vinyl 5% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected
B-96213	64-03-A 64-03-B	Wall system, north bedroom	NF-II	White skim coat Gray scratch coat	1% Cellulose, carbonates, quartz 2% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected
B-96214	64-04-A 64-04-B	Wall system, middle west bedroom closed	NF-II	White skim coat Gray scratch coat	1% Cellulose, carbonates, quartz 2% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected
B-96215	64-05-A 64-05-B	Original ceiling system, living room	NF-II	White skim coat Gray scratch coat	1% Cellulose, carbonates, quartz 2% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected
B-96216	64-06-A 64-06-B	New ceiling system, living room	NF-II	Light gray skim mud Off-white drywall	3% Cellulose, carbonates, quartz, vinyl 8% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected
B-96217	64-07-A 64-07-B 64-07-C	Ceiling system, north bedroom	NF-II	Off-white popcorn Off-white skim coat Gray scratch coat	<1% Cellulose, carbonates, quartz, vinyl 1% Cellulose, carbonates, quartz 2% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected No asbestos detected
B-96218	64-08-A 64-08-B 64-08-C	New ceiling system, living room	NF-II	Off-white popcorn Off-white skim coat Gray scratch coat	1% Cellulose, carbonates, quartz, vinyl 2% Cellulose, carbonates, quartz, vinyl 10% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected No asbestos detected
B-96219	64-09-A 64-09-B	Ceiling system, kitchen	NF-II	White skim coat Light gray drywall	1% Cellulose, carbonates, quartz, vinyl 10% Cellulose, carbonates, quartz	No asbestos detected No asbestos detected

ANALYTICAL REPORT - POLARIZED LIGHT MICROSCOPY (PLM)

CLIENT: Total Environmental Services, LLC

Receiving Report No.: 49590

Page 2 of 2

B-96220	64-010-A	Wall system, hallway	NF-II	Off-white skim mud	2% Cellulose, carbonates, quartz, vinyl	No asbestos detected
	64-010-B			Off-white drywall	10% Cellulose, carbonates, quartz	No asbestos detected
B-96221	64-011	Pipe insulation, hallway attic	F	Gray fibrous material	5% Cellulose, carbonates, quartz	65% Chrysotile Asbestos
B-96222	64-012	Pipe insulation, hallway attic	F		N/A	
B-96223	64-013	Window glaze, basement window west	NF-II	Gray glazing	<1% Cellulose, carbonates, quartz, vinyl	Trace Chrysotile Asbestos
B-96224	64-014	Window glaze, basement window west	NF-II	Gray glazing	<1% Cellulose, carbonates, quartz, vinyl	Trace Chrysotile Asbestos

*= Point Counted, F: Friable NF: Non-friable NF-I: Non-friable Category I NF-II: Non-friable Category II
 ANALYTICAL METHOD: EPA Method 600/R-93/116 ANALYST: Ed Rinekey ANALYST CERTIFICATION: McCrone Institute, "Microscopical Identification of Asbestos and Related Minerals"
 LABORATORY QUALITY ASSURANCE: DMD is a participant in the American Industrial Hygiene Association "Bulk Asbestos Quality Assurance Program"
 STATEMENT OF ANALYTICAL ERROR IN PLM: Estimates of percentages below the detection limit or greater than 10% asbestos content are based upon visual area estimation by the analyst for the area examined. Percentages above the detection limit and up to 10% are confirmed by point counting. Results may be stated in ranges which reflect the inherent variability of area estimation and the point count technique.
 NON-FRIABLE MATERIALS: We recommend non-friable materials such as floor tile and linoleum that contain less than one percent asbestos by PLM be confirmed by transmission electron microscopy (TEM).
 Total asbestos estimates are based upon the relative quantities of each layer submitted, which may not reflect actual relative quantities.

Total 49590 PLM Spring Street /DR

Analysis Approved by:

Total Environmental Services, LLC

1950 Clinton St.
Troy, OH 45307
(419) 244-5555 Phone
(419) 244-5553 Fax

Chain of Custody Record
2781

Page ____ of ____

TES Job No.: 160309-S3		Customer: City of Hilldale	
P.O. No.:		Project/Location: 1st Spring St. Hilldale, MS 49242	
Customer Contact: Kimbark		Sampler's Name: Andy K. Kinsman	
Phone No. 517-437-6440		Sampler's Signature: [Signature]	
Item No.	Sample I.D.	Date Sampled	Sample Location
1	64-01	8/24/24	Ball system - 3rd Floor
2	64-02	8/24/24	Ball system - 1st Floor
3	64-03	8/24/24	Ball system - North Entrance
4	64-04	8/24/24	Ball system - Middle West Entrance
5	64-05	8/24/24	Ball system - 1st Floor Room
6	64-06	8/24/24	Ball system - 1st Floor Room
7	64-07	8/24/24	Ball system - 1st Floor Room
8	64-08	8/24/24	Ball system - 1st Floor Room
9	64-09	8/24/24	Ball system - 1st Floor Room
10	64-10	8/24/24	Ball system - 1st Floor Room
11	64-11	8/24/24	Ball system - 1st Floor Room
12	64-12	8/24/24	Ball system - 1st Floor Room
13	64-13	8/24/24	Ball system - 1st Floor Room
14	64-14	8/24/24	Ball system - 1st Floor Room
15			
16			
17			
18			
19			
20			
21			

Relinquished By: [Signature] Date: 8-21-2024 Received By: [Signature] Date: [Blank]

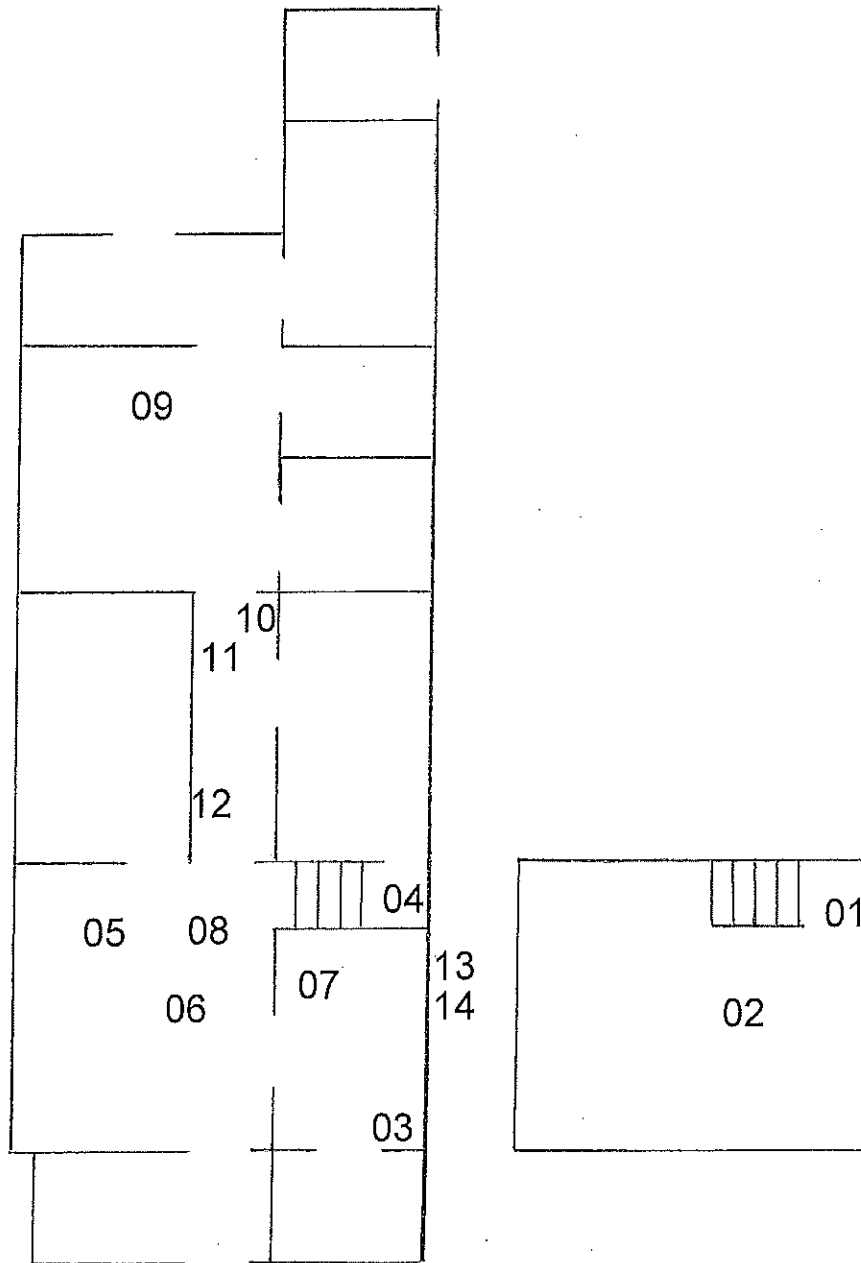
Chain of Custody Record

2781

Page of [illegible]

Distribution: Original plus one accompanies shipment (white and yellow); copy to coordinator field files (pink)

64 Spring St. Hillsdale, MI



Kim Thomas

From: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Sent: Monday, August 31, 2026 2:12 PM
To: Kim Thomas
Cc: CodeEnforcement; Jason Blake; Rob Stiverson; Ray Taylor; David Mackie
Subject: RE: demolition project - 64 Spring St
Attachments: 20260831134227537.pdf; 20260831134248073.pdf; 20260831140551975.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

See attached. There is a few feet of pipe insulation and pipe insulation debris in the attic above the hallway that is asbestos containing. This would be required to be removed prior to the demolition. Let me know if you have any questions or need anything else.

Thank you,

Andrew Wolniewicz
Total Environmental Services
1950 Clinton St.
Toledo, OH 43607
419-244-6555 Office
419-509-7764 Cell

From: Andrew Wolniewicz
Sent: Thursday, August 20, 2026 9:42 AM
To: Kim Thomas <kthomas@cityofhillsdale.org>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: RE: demolition project - 64 Spring St

Sounds good, I'll get there a little early today so you can be at the other place at 1.

From: Kim Thomas <kthomas@cityofhillsdale.org>
Sent: Tuesday, August 18, 2026 5:09 PM
To: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: RE: demolition project - 64 Spring St

Thursday would be fine. We have an appointment at a neighboring property for another blight issue at 1 but one of us should be able to meet you at 64 Spring. The front door was secured and padlocked by public services, but there have been a series of break-ins at the property since the fire so I don't know if it is still secured or not. If it is, we should have the key to get in.

Kimberly Thomas

Assessor/Code Official

City of Hillsdale
97 North Broad Street
Hillsdale, Michigan 49242
(517)437-6440
Cell: (517)320-5329
Fax: (517)437-6448
assessor@cityofhillsdale.org



From: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Sent: Tuesday, August 18, 2026 4:22 PM
To: Kim Thomas <kthomas@cityofhillsdale.org>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: RE: demolition project - 64 Spring St

Hi Kim,
I could do this survey on Thursday if that works for you? I am thinking around 1pm I can get there. Let me know if that is good and how I would get in.
Thank you,

Andrew Wolniewicz
Total Environmental Services
1950 Clinton St.
Toledo, OH 43607
419-244-6555 Office
419-509-7764 Cell

From: Kim Thomas <kthomas@cityofhillsdale.org>
Sent: Tuesday, August 18, 2026 7:58 AM
To: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: RE: demolition project - 64 Spring St

Please see the attached signed acceptance to move forward with this phase of the project. Feel free to reach out to Nicole or me with any questions.

Thank you,

Kimberly Thomas

Assessor/Code Official

City of Hillsdale
97 North Broad Street
Hillsdale, Michigan 49242
(517)437-6440
Cell: (517)320-5329
Fax: (517)437-6448
assessor@cityofhillsdale.org



From: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Sent: Tuesday, August 4, 2026 1:15 PM
To: Kim Thomas <kthomas@cityofhillsdale.org>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: RE: demolition project - 64 Spring St

See attached. Let me know if you have any questions.

Thank you,

Andrew Wolniewicz
Total Environmental Services
1950 Clinton St.
Toledo, OH 43607
419-244-6555 Office
419-509-7764 Cell

From: Kim Thomas <kthomas@cityofhillsdale.org>
Sent: Tuesday, August 4, 2026 11:11 AM
To: Andrew Wolniewicz <andrew.wolniewicz@Totalenvironmental.us>
Cc: CodeEnforcement <CodeEnforcement@cityofhillsdale.org>; Jason Blake <jblake@cityofhillsdale.org>; Rob Stiverson <rstiverson@cityofhillsdale.org>; Ray Taylor <r.taylor@co.hillsdale.mi.us>; David Mackie <dmackie@cityofhillsdale.org>
Subject: demolition project - 64 Spring St

Good morning, Andrew,

We are working on putting together a bid packet for demolition of the fire damaged home at 64 Spring St in Hillsdale. The fire department flagged the structure as unsound due to fire and water damage. The property is still owned by an individual, but the City is contracting for the demolition so we need hazardous materials assessment prior to having the work done. Would you be able to take a look at it and submit a proposal?

Kimberly Thomas
Assessor/Code Official

City of Hillsdale
97 North Broad Street
Hillsdale, Michigan 49242
(517)437-6440
Cell: (517)320-5329
Fax: (517)437-6448
assessor@cityofhillsdale.org



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City of Hillsdale Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: New Business

SUBJECT: Resolution under Public Act 132 of 1999 - Certification of Abandoned Property for Accelerated Forfeiture Act

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

The schedule for foreclosure of tax delinquent real property under the provisions of the General Property Tax Act is as follows:

March 1, 2027	Unpaid 2026 Summer & Winter taxes returned to county treasurer as delinquent
March 1, 2028	Properties with 2026 or prior taxes remaining unpaid are forfeited to the county treasurer (subject to redemption by payment of taxes & fees)
March 1, 2029	Properties with 2026 or prior taxes remaining unpaid are subject to foreclosure proceedings

Public Act 132 of 1999, the Certification of Abandoned Property for Accelerated Forfeiture Act (Michigan Compiled Law Sections 211.961-211.966) allows for cities, villages and townships to certify property as abandoned for the purpose of accelerating the property tax forfeiture and foreclosure process under the provisions of the General Property Tax Act. If property is certified as abandoned, the forfeiture for unpaid 2026 taxes would become effective March 1, 2027 and the foreclosure would be accelerated by 1 year to March 1, 2028.

In order to certify properties as abandoned, Council must pass a resolution (annually) by October 1st. Once a resolution is passed, staff can identify and inspect properties suspected of being abandoned. Abandoned properties could be posted and notice sent to the recorded owner before February 1st that the tax forfeiture and foreclosure process will be accelerated if the taxes are returned to the county treasurer as delinquent as of March 1st. In order to avoid the accelerated foreclosure, the owner could either pay the outstanding taxes, penalties, interest & fees or file an affidavit stating that the property is not abandoned.

RECOMMENDATION:

Adopt the attached resolution allowing for certification of abandoned property for accelerated tax forfeiture and foreclosure

CITY OF HILLSDALE
HILLSDALE COUNTY, MICHIGAN

RESOLUTION NO. _____

DECLARATION OF ACCELERATED FORFEITURE OF ABANDONED PROPERTY
PUBLIC ACT 132 OF 1999, MCL 211.963

Motion by _____, supported by _____ to adopt the following resolution:

WHEREAS, the City Council of the City of Hillsdale determines that parcels of abandoned tax delinquent property exist;

WHEREAS, abandoned tax delinquent property contributes to crime, blight, and decay within the local unit of government;

WHEREAS, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, thereby reducing crime, blight, and decay within the City of Hillsdale;

NOW, THEREFORE, BE IT RESOLVED the City of Hillsdale hereby notifies residents and owners of property within the City of Hillsdale that abandoned tax delinquent property will be identified and inspected and may be certified as certified abandoned property under the certification of abandoned property for accelerated forfeiture act and subject to accelerated forfeiture and foreclosure under the general property tax act.

The vote in favor of the resolution being as follows:

Roll call:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Motion passed ____ - ____

Resolution declared adopted.

Dated: _____

CERTIFICATION

As the Clerk, for the City of Hillsdale, Hillsdale County, Michigan, I certify that this a true and complete copy of a resolution adopted by the Hillsdale City Council, Hillsdale County at its Regular meeting, held _____

_____,
Katy Price
Hillsdale City Clerk

Scott M. Sessions
Mayor

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026
Agenda Item: New Business
Subject: Approval of Restated TIFA Rules of Procedure

BACKGROUND PROVIDED BY: Olivia Smith, TIFA Staff Liaison and Board Secretary/Treasurer

The current version of the *Rules of Procedure of the City of Hillsdale Tax Increment Finance Authority*, adopted on December 11, 2008, states the following regarding amendments:

“These Rules of Procedure may be amended or repealed and new Rules of Procedure may be adopted by the affirmative vote of a majority of the Board at any regular or special meeting, if a notice setting forth the terms of the proposal has been given to the members at least ten (10) days prior to the meeting. **After approval by the Board, the amendments shall be submitted to the Council for approval. These Rules of Procedure and any amendments to them take effect only after approval by both the Board and by the Council.**”

At their August 25, 2026 special full board meeting, the TIFA Board voted to adopt the proposed Restated Rules of Procedure and recommend approval to City Council.

RECOMMENDATION:

The TIFA Board recommends City Council approve the amended rules of procedure as presented.

RULES OF PROCEDURE

OF THE CITY OF HILLSDALE

TAX INCREMENT FINANCE AUTHORITY

Adopted by the Board of the City of Hillsdale Tax Increment Finance Authority on _____, 2026.

Approved by the Hillsdale City Council on _____, 2026.

1. PURPOSE

The purpose of these Rules of Procedure is to establish the procedures to be followed by the City of Hillsdale Tax Increment Finance Authority, referred to in these Rules as the “Authority” or “TIFA.”

These Rules are intended to supplement the procedures and requirements of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended, referred to in these Rules as the “Act.”

These Rules are also intended to promote orderly governance, fiscal discipline, transparent decision-making, clear delegation of authority, and faithful implementation of the Authority’s adopted Development Plan and Tax Increment Financing Plan.

If there is a conflict between these Rules and applicable law, applicable law shall control.

2. GENERAL POWERS

The business, property, funds, assets, and affairs of the Authority shall be managed by the Board of the City of Hillsdale Tax Increment Finance Authority, referred to in these Rules as the “Board.”

The Board may exercise the powers granted to the Authority by applicable law. The Board may delegate duties to officers, committees, subcommittees, liaisons, employees, agents, or representatives as it determines necessary or advisable, provided that such delegation is consistent with applicable law, these Rules, the Authority’s adopted plans, the approved budget, and any limitations established by the Board.

No officer, committee, subcommittee, liaison, employee, agent, representative, or individual Board member shall exercise authority reserved to the Board unless

expressly authorized by the Board, these Rules, the approved budget, a Board resolution, a Board-approved agreement, or applicable law.

3. MEMBERS OF THE BOARD AND TERM

There shall be not less than seven (7) and not more than thirteen (13) members appointed to the Board by the Mayor of the City of Hillsdale, subject to approval by the Hillsdale City Council.

A member shall hold office for four (4) years and until the appointment of a successor. The regular term of a Board member shall commence July 1.

A member appointed to the unexpired term of a departing member shall serve until the expiration of the departing member's term and until the appointment of a successor.

4. REMOVAL OF MEMBER

A member may be removed by the Hillsdale City Council for cause, after notice and an opportunity to be heard.

A member who does not attend three (3) consecutive Board meetings, without good cause, will be referred to the Hillsdale City Council for possible removal from the Board.

5. RESIGNATION OF MEMBER

A member may resign at any time by giving written notice to the Hillsdale City Council and a copy of the notice to the Secretary of the Board.

The resignation is effective when accepted by the Hillsdale City Council or as otherwise provided by applicable law.

6. COMPENSATION

A member shall serve as a volunteer member without compensation.

By resolution of the Board, members may be reimbursed for actual and necessary expenses incurred in connection with their duties.

With prior approval of the Board, educational expenses reasonably related to Authority activities may be reimbursed.

7. OFFICERS

The members of the Board, at the first meeting of the Board on or after July 1 of each year, shall elect a Chairperson.

The Chairperson shall hold office until a successor is elected. The Chairperson shall preside at all meetings and perform such duties as set forth in applicable law, these Rules, and such other duties as may be properly delegated by the Board.

The members of the Board, at the first meeting of the Board on or after July 1 of each year, may elect a Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson in the Chairperson's absence.

The members of the Board, at the first meeting of the Board on or after July 1 of each year, shall either elect as Treasurer a person who is a member of the Board or appoint or employ a person who is not a member of the Board. The Treasurer shall keep the financial records of the Authority, approve vouchers for expenditure of Authority funds, perform such other duties as may be delegated by the Board, and furnish bond in an amount prescribed by the Board. An appointed or employed Treasurer shall serve at the pleasure of the Board.

The members of the Board, at the first meeting of the Board on or after July 1 of each year, shall either elect as Secretary a person who is a member of the Board or appoint or employ a person who is not a member of the Board. The Secretary shall maintain custody of the official seal, if any, and of records, books, documents, and other papers not required to be maintained by the Treasurer. The Secretary shall perform such other duties as may be delegated by the Board. An appointed or employed Secretary shall serve at the pleasure of the Board.

The term of office shall be one (1) year and until a successor is chosen, except in the case of an appointed or employed Treasurer or Secretary, whose service may be terminated by the Board sooner.

Any officer elected by the Board may be removed from office, with or without cause, by a majority vote of the members then in office.

A vacancy in any office shall be filled by election of a replacement by the Board. The replacement shall serve the unexpired portion of the term and until a successor is elected.

8. AUTHORITY OF THE CHAIRPERSON BETWEEN MEETINGS

The Chairperson shall not exercise the powers of the Board except as authorized by these Rules, Board action, the approved budget, contract, or applicable law.

Between meetings, the Chairperson may coordinate implementation of Board-approved actions, communicate with City staff, legal counsel, vendors, contractors, tenants, operators, applicants, committee chairs, and the public, request information, assist with

agenda preparation, monitor TIFA-owned assets, and address routine administrative matters that do not bind the Authority or commit funds.

The Chairperson may delegate routine administrative, communication, coordination, or implementation duties by written designation filed with the Secretary. No such delegation shall authorize any person to bind the Authority, commit funds, approve expenditures, establish policy, amend agreements, dispose of property, approve grants or incentives, or exercise authority reserved to the Board. The Chairperson or the Board may amend or revoke any delegation.

The Chairperson may designate, in writing and in advance, one or more persons to assist with urgent matters when the Chairperson is unavailable or the Board cannot practicably be convened. Any interim action shall be limited to the minimum necessary to protect TIFA property, public safety, legal compliance, insurance interests, existing contractual rights, or other urgent Authority interests; shall not create a multi-year obligation, approve a major project, dispose of property, amend an agreement, waive a material requirement, or establish policy; and shall be reported to the Board at the next meeting.

Unless separately authorized by the Board, interim action under this section shall not exceed \$1,000 in unbudgeted expense.

9. REGULAR MEETINGS

Regular meetings shall be held at least quarterly at a day and time determined by the Board.

All meetings shall comply with the Michigan Open Meetings Act.

10. SPECIAL MEETINGS

Special meetings may be called by the Chairperson or by any two (2) members of the Board and shall be held at a reasonable time.

All special meetings shall comply with the Michigan Open Meetings Act. In addition, the Authority shall hold at least two informational meetings each year as required under the Recodified Tax Increment Financing Act (RTIFA). These meetings shall be scheduled in the evening, shall be strictly informational in nature, and no action or business of the Authority shall be conducted.

11. PLACE OF MEETINGS

Regular and special meetings shall be held at the place where the Hillsdale City Council meets or at such other place as the Board may determine, provided that the location complies with applicable law.

12. TIME OF MEETINGS

Meetings shall be held at such reasonable time as the Chairperson or the Board may determine.

13. FISCAL YEAR

The fiscal year of the Authority shall begin July 1 of each year.

14. NOTICES

Notice of any meeting shall be provided in accordance with the Michigan Open Meetings Act and any other applicable law or Board procedure.

15. QUORUM AND VOTING

A majority of the members of the Board then in office shall constitute a quorum.

If less than a quorum is present at a meeting, a majority of the members present may adjourn the meeting and reschedule.

Unless otherwise required by applicable law, these Rules, or Board resolution, action of the Board shall require the affirmative vote of a majority of members present at a meeting at which a quorum is present.

16. OFFICIAL COMMUNICATIONS AND REPRESENTATION OF THE BOARD

The Board acts through its votes, resolutions, adopted minutes, approved contracts, approved plans, approved budgets, and other official actions.

No member, officer, committee member, liaison, employee, agent, or representative shall speak for, bind, or represent the official position of the Authority unless authorized by the Board, these Rules, applicable law, or a specific delegation of authority.

Members may speak as private citizens or individual Board members, state how they voted, and express disagreement with Board action, provided they take reasonable care not to imply that they are speaking on behalf of the Authority unless authorized.

Committees, subcommittees, and liaisons may communicate with applicants, vendors, stakeholders, City staff, and the public to gather information, coordinate assigned work, and develop recommendations, but shall not represent their views as final action of the Board.

Nothing in this section shall be construed to limit rights protected by the First Amendment to the United States Constitution, Article I of the Michigan Constitution of 1963, the Michigan Open Meetings Act, or other applicable law.

17. COMMITTEES, SUBCOMMITTEES, AND LIAISONS

The Board may establish standing committees, subcommittees, ad hoc committees, special committees, or liaison roles by resolution.

Each committee, subcommittee, or liaison role shall operate under a Board-approved charter or authorizing resolution stating its purpose, scope, membership, reporting expectations, delegated authority, limitations on authority, and, for temporary or project-specific committees, its expiration date or event. A committee, subcommittee, or liaison may not alter its own authority; material changes require Board approval.

Committees and subcommittees shall consist of Board members unless the Board expressly provides otherwise. Non-Board participants may serve in a non-voting advisory capacity but shall not possess voting authority or authority to bind the Authority unless permitted by law and specifically authorized by the Board.

Committee and subcommittee meetings shall comply with the Michigan Open Meetings Act whenever required by law.

Committees, subcommittees, and liaisons may investigate, study, review, evaluate, coordinate, communicate with stakeholders, develop proposals, and make recommendations to the Board. They shall not approve or commit funds, enter contracts, authorize payment, approve grants or incentives, waive material requirements, amend or terminate agreements, approve permanent alterations to TIFA-owned property, dispose of property, establish policy, direct City staff outside established channels, or otherwise bind the Authority unless expressly authorized by the Board.

A Board-approved budget allocation allows a committee to plan, prioritize, review, and recommend projects or expenditures within that amount. It does not create independent spending authority unless the Board expressly provides otherwise.

The Board may recognize, modify, or dissolve standing committees by resolution without amending these Rules, provided the committees operate within the limits established by these Rules.

18. DEVELOPMENT PLAN CONSISTENCY

All projects, expenditures, grants, loans, incentives, reimbursements, contracts, property actions, maintenance activities, programs, and uses of Authority funds or assets shall be consistent with the Authority's adopted Development Plan and Tax Increment Financing Plan.

A project, expenditure, or activity being located within the TIFA district shall not, by itself, establish consistency with the Development Plan.

The Board may require findings, documentation, staff review, committee review, legal review, or other supporting information before determining whether a proposed action is consistent with the Development Plan.

19. MAJOR PROPOSALS AND MULTI-YEAR COMMITMENTS

A proposal shall not receive final approval at the same meeting where it is first presented if it would create a multi-year financial obligation, materially affect more than one budget year, commit significant fund balance, materially alter the approved budget, involve borrowing or financing, involve acquisition or disposition of real property, create or amend a lease or operating agreement longer than one year, materially affect TIFA-owned assets, create or substantially amend a grant or incentive program, or otherwise constitute a major strategic commitment.

At the meeting where such a proposal is first presented, the Board may discuss the matter, ask questions, refer it to committee, request additional information, direct legal or staff review, or schedule the matter for future consideration.

Final approval may occur at a later regular or special meeting after Board members have had a reasonable opportunity to review supporting materials.

The Board may take temporary or emergency action sooner when necessary to protect public safety, TIFA-owned property, legal compliance, insurance coverage, existing contractual rights, or other urgent Authority interests, provided that such action is limited to the immediate need and does not substitute for final Board approval where final Board approval is required.

20. CONTRACTS AND LEGAL DOCUMENTS

The Board may authorize any officer, officers, agent, agents, or other authorized representatives to enter into contracts or sign legal documents in the name of and on behalf of the Authority.

Such authority may be general or limited to a specific matter.

When the Board authorizes a contract or legal document but does not specify who shall sign it, the Chairperson or Vice-Chairperson, together with the Secretary or Treasurer, may sign on behalf of the Authority.

No contract, lease, agreement, deed, easement, license, settlement, assignment, release, purchase agreement, sale agreement, financing document, or other legal document shall be signed on behalf of the Authority unless approved by the Board or otherwise authorized under these Rules, the approved budget, a Board resolution, or applicable law.

21. EXPENDITURES, CHECKS, DRAFTS, AND PAYMENT AUTHORITY

All checks, drafts, electronic payments, or other orders for payment of money issued in the name of the Authority shall be signed, approved, or processed by officers of the Board or City officials in such manner as may be determined by resolution of the Board, applicable City procedures, or lawful agreement.

No officer, committee, subcommittee, liaison, member, employee, agent, or representative shall authorize payment, incur expense, place an order, or otherwise commit Authority funds except as authorized by the Board, these Rules, the approved budget, a Board resolution, or a contract or agreement approved by the Board.

Budgeted funds remain funds of the Authority until expended pursuant to proper approval. A budget line or committee allocation shall not be treated as independent authority to spend unless expressly stated by the Board.

22. DEPOSITS

All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories as the Board may select or as otherwise maintained through the City's financial procedures, provided that such depository is authorized by law.

23. LOANS AND INDEBTEDNESS

No loans shall be contracted on behalf of the Authority and no indebtedness shall be issued in its name unless authorized by resolution of the Board and approved as required by applicable law.

Such authority may be general or confined to specific instances.

24. TIFA-OWNED PROPERTY, ASSETS, AND LICENSES

Major decisions involving TIFA-owned property, buildings, public improvements, equipment, fixtures, licenses, leases, operating agreements, management agreements, development agreements, or other material assets shall require Board approval unless specifically delegated by the Board.

No officer, committee, subcommittee, liaison, member, employee, agent, or representative shall approve the sale, transfer, lease, license, encumbrance, material alteration, permanent improvement, or disposition of TIFA-owned property or assets without Board approval.

Temporary administrative decisions necessary for routine care, protection, inspection, access, scheduling, repairs, or preservation of TIFA-owned property may be coordinated by the Chairperson or other authorized representative within the limits of these Rules and any Board-approved delegation.

The Board may establish specific policies for individual TIFA-owned assets, including the Dawn Theater, public parking facilities, public improvements, streetscape assets, or licenses held by the Authority.

25. SALE OR DISPOSAL OF PROPERTY

The Board shall adopt, by resolution, rules and procedures for public bidding, proposals, notice, review, and approval relating to the sale or disposition of real property owned by the Authority, to the extent required by law or determined appropriate by the Board.

Any sale or disposition of real property shall require Board approval and any additional approvals required by law.

26. CONTRACTS BETWEEN TIFA AND RELATED PERSONS

Any member, officer, employee, agent, or representative of the Authority who enters into or has an interest in a contract with the Authority shall comply with applicable conflict-of-interest laws, public disclosure requirements, and Board procedures.

A member with a conflict of interest or potential conflict of interest shall disclose the conflict to the Board before deliberation or action on the matter. The disclosure shall be reflected in the minutes.

The Board may require recusal, abstention, legal review, or other protective action where appropriate.

27. LEGAL COUNSEL AND DEFENSE OF AUTHORITY

The Board may retain legal counsel and expend Authority funds for legal advice, representation, litigation, defense, intervention, settlement, or related legal services when the matter directly affects the Authority's powers, duties, Development Plan, Tax Increment Financing Plan, revenues, funds, property, contracts, licenses, assets, officers, committees, or official actions.

Authority funds shall not be used for legal matters unrelated to the Authority's interests unless the Board determines that the expenditure serves a lawful Authority purpose.

28. RECORDS, MINUTES, AND REPORTS

The Authority shall maintain minutes, records, financial reports, contracts, resolutions, notices, agendas, and other records as required by law.

The Board may require periodic financial reports, committee reports, project updates, budget reports, grant-program reports, property reports, or other information necessary to oversee the affairs of the Authority.

29. INDEMNIFICATION

Each person who is or was a member, officer, committee member, subcommittee member, employee, or agent of the Authority, and each person who serves or has served at the request of the Board, shall be indemnified by the Authority to the fullest extent permitted by the laws of the State of Michigan as they may be in effect from time to time.

The Board may purchase and maintain insurance on behalf of any such person against liability asserted against and incurred by such person in such capacity or arising out of such person's status as such, to the extent permitted by law.

The Board may, to the extent authorized from time to time, grant rights to indemnification to any employee, agent, or representative to the fullest extent permitted by law.

30. AMENDMENTS

These Rules may be amended, repealed, restated, or replaced, and new Rules may be adopted only by the affirmative vote of two-thirds (2/3) of the members of the Board present at any regular or special meeting, provided that notice setting forth the proposed amendment, repeal, restatement, replacement, or new Rules has been given to the members at least ten (10) days prior to the meeting.

The Board may require committee review, legal review, or additional consideration before final action on any proposed amendment.

After approval by the Board, amendments, restatements, replacements, or new Rules shall be submitted to the Hillsdale City Council for approval if required by applicable law.

These Rules and any amendments to them shall take effect upon Board approval and any additional approval required by applicable law.

31. EFFECTIVE DATE

These Rules of Procedure shall be effective upon approval by the Hillsdale City Council and shall replace all prior Rules of Procedure of the City of Hillsdale Tax Increment Finance Authority.

Adopted by the Board of the City of Hillsdale Tax Increment Finance Authority on _____, 2026.

Chairperson: _____

Secretary: _____

Approved by the Hillsdale City Council on _____, 2026.

City Clerk: _____

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026
Agenda Item: New Business
Subject: Set Public Hearing – Restated TIFA Development Plan

BACKGROUND PROVIDED BY: Olivia Smith, TIFA Staff Liaison and Board Secretary/Treasurer

The TIFA Review Committee was tasked with reviewing TIFA’s founding and operating documents, including the Development Plan. The Committee concluded that TIFA would benefit from clearer, more modern, and more unified governing documents.

At their August 25, 2026 special full board meeting, the TIFA Board voted to approve the proposed *Restated Development Plan and Tax Increment Financing Plan* and submit it to City Council for consideration and approval.

[Sec. 317](#)(1) of the Recodified Tax Increment Financing Act states,

“The governing body, before adoption of a resolution approving or amending a development plan or approving or amending a tax increment financing plan, shall hold a public hearing on the development plan. Notice of the time and place of the hearing shall be given by publication twice in a newspaper of general circulation designated by the municipality, the first of which shall not be less than 20 days before the date set for the hearing. Notice shall also be mailed to all property taxpayers of record in the development area not less than 20 days before the hearing. Beginning June 1, 2005, the notice of hearing within the time frame described in this subsection shall be mailed by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the development plan or the tax increment financing plan is approved or amended.”

RECOMMENDATION:

In order to meet the noticing requirements laid out in Sec. 317, the TIFA Board recommends City Council set a public hearing for their October 5, 2026 meeting.

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026
Agenda Item: New Business
Subject: Pavement Markings
Background: Jason Blake, Director of Public Services

The Department of Public Services solicited bids for applying 340,047 LF of pavement markings (lane lines & crosswalks) throughout the city. Pavement markings are traditionally budgeted and installed biannually.

Sealed bids were returned and opened on September 1, 2026 with the following bids:

PK Contracting	.	\$47,309.21
M&M Pavement Marking Inc.		\$55,643.06

As this is a unit price contract, project payments are based solely on the exact quantities utilized for each bid line item.

Recommendation:

The budgeted amount included in the approved 26/27 fiscal year budget is \$37,000. Staff recommend awarding this project to the low bidder, PK Contracting, in the amount of \$47,309.21 Additional required funds will be from (202) Major (203) Local Street Maintenance Funds.



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

2026 CITY-WIDE PAVEMENT MARKING

The City of Hillsdale is requesting proposals for the following items of work:

- Painting of centerlines and edge lines using waterborne paint, city wide.
- Installation of new Overlay Cold Plastic Special Markings.

All work shall be in accordance the applicable sections of the 2020 MDOT Standard Specifications for Construction. Project maps will be provided when work is to start.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on September 1, 2026 at the following location:

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

Project Scopes of Work:

This project includes the painting of the longitudinal pavement markings on certain City of Hillsdale streets, this project also includes the installation of Special Markings utilizing Overlay Cold Plastic. No work is included on any MDOT trunklines or Hillsdale County roads.

All work shall be completed in accordance with the 2020 MDOT Standard Specification for Construction and with all applicable sections of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Contractor shall apply permanent pavement markings in accordance with Section 811 of the MDOT Standard Specification. All materials shall be in accordance with Section 811 and Section 920 of the MDOT Standard Specification.

Longitudinal Pavement Markings: Payment for longitudinal pavement markings will be accordance with Section 811, except "skip markings", in this contract, they have been measured as actual line placed.

Special Marking Placements: Special Marking shall be placed in accordance with the MMUTCD and MDOT Standard Specification section 811 and 811.03.D.4.a or c. Markings shall be of the type and style listed in the city's documents.

Proposed Project Schedule:

City Council Anticipated Award of Contract:	September 8, 2026
Project Start Date:	Immediately following Contract Award.
Completion Date:	November 1, 2026, or by dates as required by the MDOT Specification.

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "2026 City-Wide Pavement Markings – City of Hillsdale"
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsibility for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.
- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to:

Jason Blake
Director of Public Services
City of Hillsdale
Hillsdale, MI 49242
517-437-6490
jblake@cityofhillsdale.org

Conditions applicable to proposal:

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

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.

- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

Changes and addenda to proposal documents:

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

Proposal results:

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

Anti-Collusion:

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

Bid Bond/ Performance Bond:

Bids must contain the names of every person or company interested therein and shall be accompanied by a bid bond in the amount of 5% of the amount bid with satisfactory corporate surety, subject to conditions provided in the instructions to bidders. At the option of the Bidder, the guaranty may be a certified check, bank draft or negotiable U.S. Government Bonds (at par value). No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of **City of Hillsdale**. Cash deposits will not be accepted. The Bid guaranty shall insure

the execution of the Agreement and the furnishings of the bonds, noted below, by the successful Bidder, all as required by the Contract Documents.

The successful bidder will be required to furnish satisfactory performance bond and maintenance and guarantee bond in the amount of 100% of the bid, and labor and material bond in the amount of 50% of the bid.

PROPOSAL:

All bids will be paid utilizing Unit Prices in accordance with the submitted proposal for the bid by the unit actually placed.

ITEM DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS	\$2,300. ⁰⁰	\$2,300. ⁰⁰
Pavt Mrkg, Waterborne, 4 Inch, Yellow	249,395	LF	\$.11	\$27,433.45
Pavt Mrkg, Waterborne, 4 Inch, White	89,884	LF	\$.14	\$12,583.76
Pavt Mrkg, Ovly Cold Plastic, 12 Inch, Continental Crosswalk	768	LF	\$6.50	\$4,992. ⁰⁰
GRAND TOTAL:				\$47,309. ²¹

I, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

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

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

Addendum No.

N/A

Addendum Date

City of Hillsdale

Agenda Item Summary

Meeting Date: September 8, 2026

Agenda Item: New Business

SUBJECT: MDOT Agreement – Hallett Street Railroad Bridge Replacement

BACKGROUND PROVIDED BY STAFF (David Mackie, City Manager):

The Michigan Department of Transportation (MDOT) is moving forward with the replacement of the railroad bridge over Hallett Street. The project will replace the existing structure with a new bridge designed to provide increased roadway clearance and accommodate railroad traffic. The project is being undertaken in coordination with MDOT, the Indiana Northeastern Railroad Company, and the City of Hillsdale.

As part of the project, MDOT has prepared an agreement outlining the responsibilities of MDOT, the Railroad, and the City related to construction, maintenance, and other project requirements. MDOT requires an authorized city representative to execute the agreement through its electronic signature system.

RECOMMENDATION:

Staff recommends that City Council adopt the attached resolution authorizing the City Manager to execute MDOT Contract No. 2026-0777, and any necessary related documents, on behalf of the City of Hillsdale for the Hallett Street railroad bridge replacement project.

**CITY OF HILLSDALE
RESOLUTION NO. _____**

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE MDOT CONTRACT NO. 2026-0777 FOR THE HALLETT STREET RAILROAD BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Michigan Department of Transportation (MDOT), in cooperation with the Indiana Northeastern Railroad Company and the City of Hillsdale, is undertaking a project to replace and improve the railroad bridge structure over Hallett Street in the City of Hillsdale; and

WHEREAS, the project includes construction of a new railroad bridge designed to provide increased roadway clearance over Hallett Street and related improvements necessary for completion of the project; and

WHEREAS, MDOT has prepared Contract No. 2026-0777 establishing the respective responsibilities of MDOT, the Indiana Northeastern Railroad Company, and the City of Hillsdale in connection with the project; and

WHEREAS, MDOT requires the City to designate an authorized representative to execute the agreement and related documents on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hillsdale hereby authorizes David Mackie, the City Manager, to execute MDOT Contract No. 2026-0777 on behalf of the City of Hillsdale and to execute such related documents as may be necessary to carry out the terms of the agreement and facilitate completion of the Hallett Street railroad bridge replacement project.

AYES:

NAYES:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2026

Katy Price, City Clerk

Scott Sessions, Mayor

Contract Number: 2026-0777
Control Section 30000
Structure No. X02 – 30055.06
Job Number: 224177

MICHIGAN DEPARTMENT OF TRANSPORTATION

INDIANA NORTHEASTERN RAILROAD COMPANY

CITY OF HILLSDALE

AGREEMENT

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT), its operator, the Indiana Northeastern Railroad Company, incorporated in Indiana and admitted to do business under the laws of the State of Michigan and other states (RAILROAD), and the City of Hillsdale (CITY).

Recitals:

MDOT now proposes to further widen and raise the under clearance of a railroad structure over the highway designated as Hallett Street; and

MDOT will award a contract for the construction of a new three-span structure with a total 124.5-foot span to carry train traffic over the CITY-owned Hallett Street right-of-way at railroad mile post 55.06 in the City of Hillsdale, Hillsdale County, Michigan (CONTRACT); and

The RAILROAD has reviewed the plans, specifications, estimates, and documents necessary for the implementation of the PROJECT, as defined below, and has issued a conditional letter of no exception dated May 10, 2026; and

The CITY has reviewed the plans, specifications, estimates, and documents necessary for the implementation of the PROJECT, as defined below, and has issued a conditional letter of no exception dated May 7, 2026; and

The parties hereto have reached an understanding with respect to the preparation and approval of plans and specifications, the construction of the replacement highway underpass structure and approaches, the construction of highway and railroad drainage facilities where required, and the construction of temporary and incidental works made necessary by such highway underpass structure (collectively, the PROJECT), the maintenance, repair, replacement, and renewal thereof, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement.

The parties agree as follows:

1. MDOT will construct the PROJECT in accordance with the CONTRACT and the plans set forth in Exhibit A, attached hereto and made part hereof, the standard specifications of MDOT, and the Special Provisions and Coordination Clauses set forth in Exhibit B, attached hereto and made part hereof. For the purposes of the construction work, MDOT and its contractor(s) will have right-of-entry after a separate CITY right-of-way permit is executed by MDOT or its contractor(s). MDOT or its contractor(s) may enter upon and occupy the property of the CITY, subject to the conditions stated herein and all supplemental conditions stated in the separate CITY right-of-way permit to be executed; provided that, immediately upon completion of the PROJECT, the CITY's rights-of-way will be restored by MDOT or its contractor(s) at their sole cost and expense to a condition deemed suitable by the CITY's Engineer.
2. MDOT hereby adopts the lines shown on the general plans for the PROJECT, as set forth in Exhibit A, and the plan and profile fixing the horizontal and vertical alignments of the proposed structure. The RAILROAD and CITY hereby approve the vertical and horizontal clearances of the proposed structure required to carry the tracks over the highway as shown in the plans.
3. The general plans for the PROJECT are shown in the following exhibits, which are attached to and made a part of this Agreement.

Exhibit A - General Plan of Site, General Plan of Structure, and Railroad Track Construction. (13 sheets) showing present topography adjacent to and including the tracks of the RAILROAD, location of the highway underpass structure over roadway, present and proposed track profiles, roadway cross-sections, and under-clearance of the highway and bridge.

Exhibit B - Project related Railroad Special Provisions and Coordination Clause.

4. MDOT will prepare, at no expense to the CITY or RAILROAD, all designs, detailed plans, and specifications for the PROJECT, including guardrail structures where required. The designs, detailed plans, and specifications will be subject to the approval of the CITY and the RAILROAD insofar as they affect the facilities of the CITY and RAILROAD before awarding of construction contracts. All of the work will be designed, detailed, and constructed in accordance with the current specifications and standards of MDOT.

MDOT's detailed plans and specifications for construction of the contemplated improvements are identified by title as follows: "Construction Plans for the Replacement of Bridge X02-3055.06." As a condition precedent to this Agreement, the RAILROAD and CITY must approve in writing the foregoing detailed plans and specifications, together with any revisions and additions, and upon approval by the RAILROAD and CITY, those detailed plans and specifications will become part of this Agreement by reference.

5. MDOT will advertise its portion of construction of the PROJECT in accordance with its regulations, considering bids only from contractors prequalified by MDOT for such work,

will award the contracts for such work, and will exercise complete supervision and control over the construction.

6. MDOT will require its contractor to comply with the Special Provisions and to bear all costs of protecting railroad traffic made necessary or occasioned by its operations. The RAILROAD agrees to furnish to the contractor at no cost to the PROJECT, such flagmen, conductors, pilots, watchmen, or other protective services or devices as, in the opinion of the Chief Engineer of the RAILROAD, are required to ensure the safety and continuity of railroad traffic during the contractor's operations (collectively, the "Safety Services").

7. The RAILROAD will furnish all materials, labor, and equipment to perform the following items:

Provide flagmen, conductors, pilots, watchmen, or other protective services and devices to promote safety and ensure continuity of train operations as may be necessary in connection with the work performed. The RAILROAD will also supply work train service (including locomotive and train crew) for PROJECT Contractor to place railroad ballast. The RAILROAD will provide these services at no cost to the PROJECT.

8. Any work necessitated by the PROJECT but not specifically provided for in this Agreement that will involve temporary or permanent changes to any facilities of the RAILROAD will be performed, at PROJECT expense, by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work and in conformity with the rules and regulations of MDOT then in effect.

During the course of the PROJECT, changes, extra work, and/or adjustments to the CONTRACT, as well as extensions of time, may be requested by any party to the CONTRACT and/or become necessary. If acceptable to MDOT, MDOT will prepare Property Management Account (PMA) amendment (or similar) document to modify the CONTRACT and authorize the RAILROAD to perform the modified work. The RAILROAD need not sign the document if the modified work has been previously requested in writing by the RAILROAD, a copy of the RAILROAD request is attached to the document, and the RAILROAD request has not been changed in any way by MDOT. If the CONTRACT modification is requested by MDOT, or if MDOT alters modified work proposed by the RAILROAD, MDOT must receive written approval of the change from the RAILROAD.

The RAILROAD will credit to the PROJECT the value of materials recovered from temporary or permanent use on the PROJECT in accordance with the provisions of the Federal-Aid Policy Guide, Part 140, Subpart I, dated December 1991, and amendments thereto. The RAILROAD will salvage and stockpile any usable track material for future maintenance of the Michigan-owned rail line.

The RAILROAD will afford MDOT a reasonable opportunity to inspect materials recovered prior to disposal by sale or scrap.

9. The RAILROAD will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. The RAILROAD will maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by MDOT under this Agreement. In the event of a dispute with regard to the allowable expenses of any other issue under this Agreement, the RAILROAD 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 RAILROAD will assure compliance with subsections (A), (B), and (C) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

10. In the event that an audit performed by or on behalf of MDOT indicated an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the RAILROAD, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the RAILROAD at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the RAILROAD will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not they concur 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 RAILROAD may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the agreement. The RAILROAD 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 RAILROAD, the RAILROAD will repay that amount to MDOT or reach agreement with MDOT on a

repayment schedule within thirty (30) days after the date of the written notice from MDOT of that decision. If the RAILROAD fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the RAILROAD agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the RAILROAD under this Agreement or any other agreement. 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 RAILROAD 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 RAILROAD in a timely filed RESPONSE.

11. MDOT will require its contractor(s) to take out a Railroad Protective Liability Insurance Policy in the name of the RAILROAD before work is commenced and to keep it in effect until work is completed and accepted; said policy will conform to the regulations prescribed therefore in the FAPG, Part 646, Subpart A, dated December 9, 1991, and amendments thereto.

The policy will have limits of liability in the amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Six Million Dollars (\$6,000,000.00) applying separately to each annual period. The policy of insurance specified in this section will be with a company authorized to do business in the State of Michigan.

12. MDOT will, at its own expense, acquire the necessary right-of-way, except that now owned by the CITY, and will assume payment of all abutment damaged, if any, to property, business, or persons, other than to the property of the CITY, arising in any manner from the PROJECT.
13. Nothing in this Agreement will be constructed to render MDOT liable for acts of negligence of the contractor, or any of their employees, agents, contractors, or subcontractors.
14. It is expressly understood that the RAILROAD will not have vehicular access from their abutting property to the highway, except by the use of other public highways.
15. This is a project for the construction of a highway underpass and structure that does not eliminate an at-grade crossing of the RAILROAD. Therefore, the PROJECT is considered as not resulting in ascertainable benefits to the RAILROAD and consequently the RAILROAD will not be assigned any liability as to the cost of the PROJECT, other than the flagmen, conductors, pilots, watchmen, or other protective services or devices as, in the opinion of the Chief Engineer of the RAILROAD, are required to ensure safety and continuity of railroad traffic during the contractor's operations.

16. If, at any time, without fault of the parties hereto, the work that is hereunder agreed to be done by MDOT will cease and not be resumed within sixty (60) days, or any extended period as is mutually agreed upon, the parties, if not then agreed, will agree upon and will perform any work that is reasonably necessary to place the right-of-way, tracks, and other facilities of the RAILROAD and the CITY in a satisfactory, permanent operating condition, and MDOT will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation will not apply to the temporary suspension of work under order of any governmental agency or court, in which event the work will be resumed and completed as soon as possible in accordance with the terms of this Agreement.
17. In the event delays or difficulties occur before the commencement of physical operations hereunder, which, in the opinion of MDOT, render it impracticable to proceed with the construction of the PROJECT, MDOT may serve written notice thereof upon the RAILROAD and the CITY, that this Agreement will terminate forthwith.
18. When the construction of the PROJECT has been completed, MDOT, at its sole cost and expense, will maintain, repair, replace, and renew the entire highway underpass structure, including superstructures and all substructure units, with the exceptions of the roadway surfacing, roadway drainage, guardrail, crash beams, and municipal utilities. The RAILROAD will maintain, repair, replace, and renew its tracks, ties, ballast, approach embankments, and other railroad facilities. The RAILROAD will repair or replace, or cause to be repaired or replaced, any portion of the highway underpass, the highway and pathway surfacing, the slopes, and the drainage facilities that may be damaged or destroyed by accident or otherwise, resulting solely from railroad traffic. The CITY, without cost to the RAILROAD and MDOT, in accordance with this Agreement, will maintain, repair, replace, and renew, or cause same to be done as and when circumstances may require, the highway surfacing, the highway slopes, low under clearance signs, and the highway drainage facilities and will provide for graffiti removal.
19. If at any time in the future, the tracks of the RAILROAD are absolutely discontinued, abandoned, and removed by the RAILROAD, or if at any time in the future, the highway is absolutely discontinued and abandoned, or if, for any other reason, no further need exists for the grade separation, the CITY or the governing body having jurisdiction at that time of the portion of the highway including the PROJECT, may, at its sole cost and expense, remove the grade separation structures not including underground drainage facilities. Until the structure is removed, it will be maintained in accordance with this Agreement.
20. Either MDOT, the CITY, or the RAILROAD may now, or at any time hereafter, and from time to time, at its sole cost and expense, construct or provide additional facilities and betterments to this PROJECT, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments. Future maintenance responsibilities will be borne by the entity requesting improvements. It is agreed that such construction will not be undertaken by either MDOT, the CITY, or the RAILROAD without full approval by and consent of the other parties insofar as their respective interests are involved.

21. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental function incidental to this Agreement.
22. In connection with the performance of the work under this Agreement, the RAILROAD (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, and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this Agreement.
23. During the performance of this Agreement, the RAILROAD, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.



24. This Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized representatives.

INDIANA NORTHEASTERN RAILROAD COMPANY

By _____
Authorized Signer

CITY OF HILLSDALE

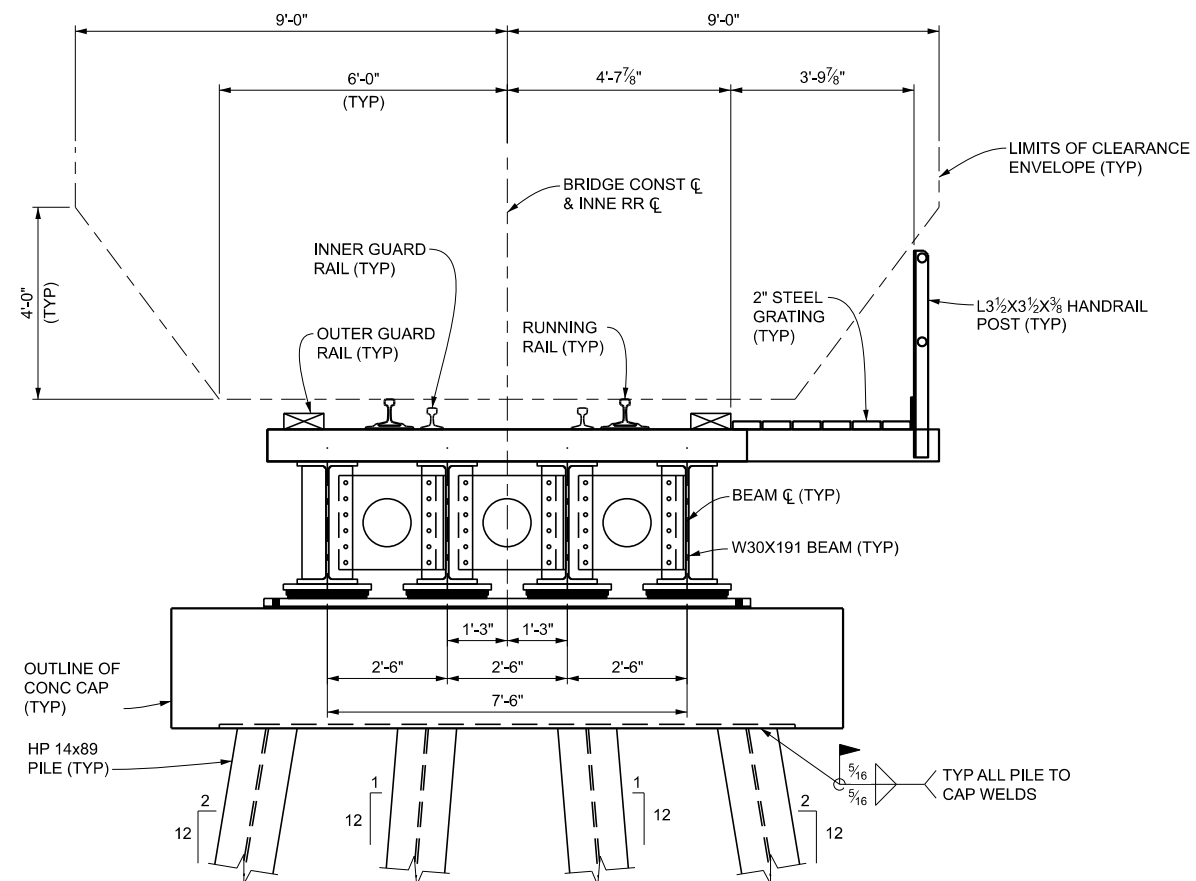
By _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

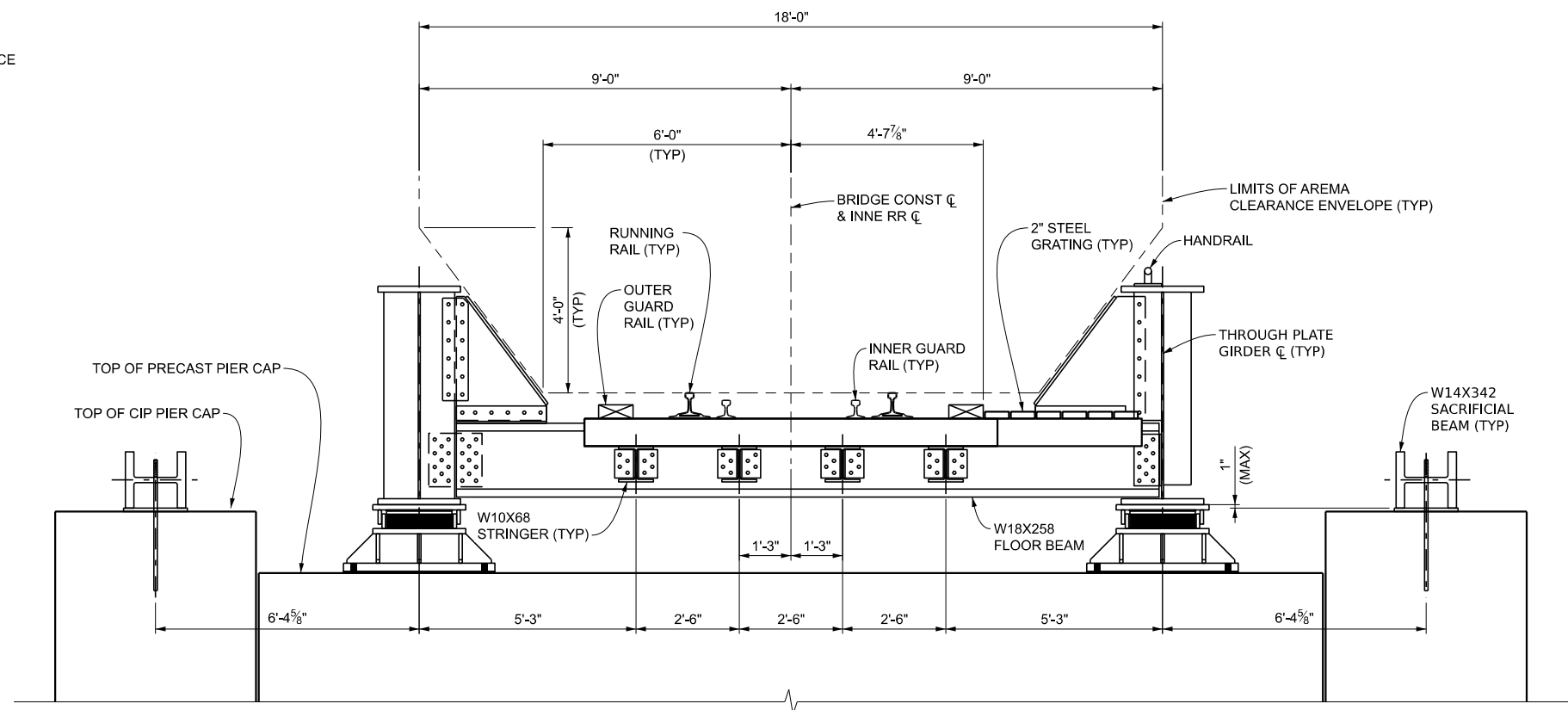
By _____
Title: Department Director
Approved as to Legal Form
8-27-26 J.S.



EXHIBIT 'A'

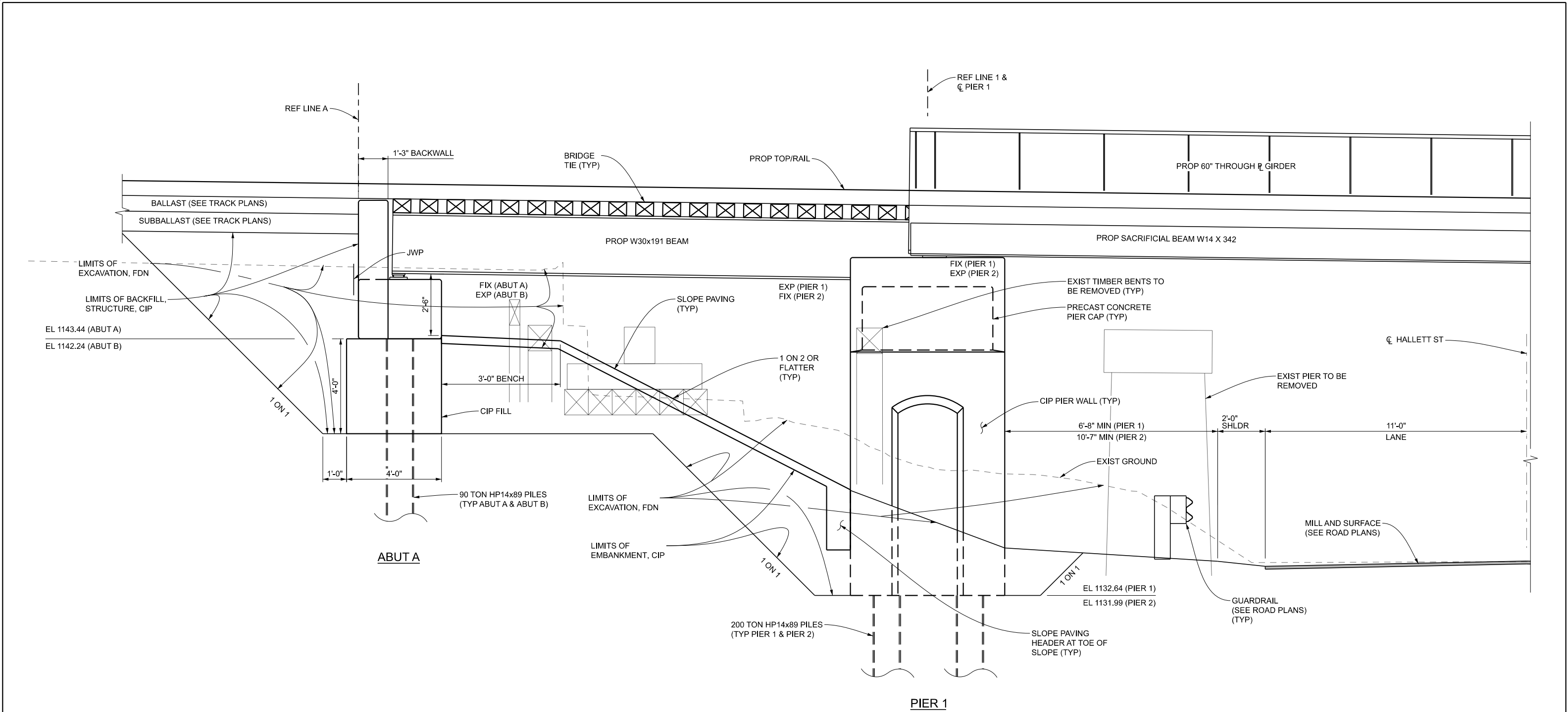


SPAN 1 AND 3 TYPICAL BRIDGE SECTION THRU ABUTMENT



SPAN 2 TYPICAL BRIDGE SECTION THRU PIER

FINAL ROW PLAN REVISIONS SUBMITTAL DATE:								SHEET NAME		DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	INDIANA NORTHEASTERN RR OVER HALLETT STREET		X02 PST R_002	SECT 198



SECTION THROUGH SUBSTRUCTURE

(VIEWED NORMAL TO SUBSTRUCTURE UNITS)
(ABUT A AND PIER 1 SHOWN, ABUT B AND PIER 2 SIMILAR)

FINAL ROW PLAN REVISIONS						SUBMITTAL DATE:					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



NO SCALE

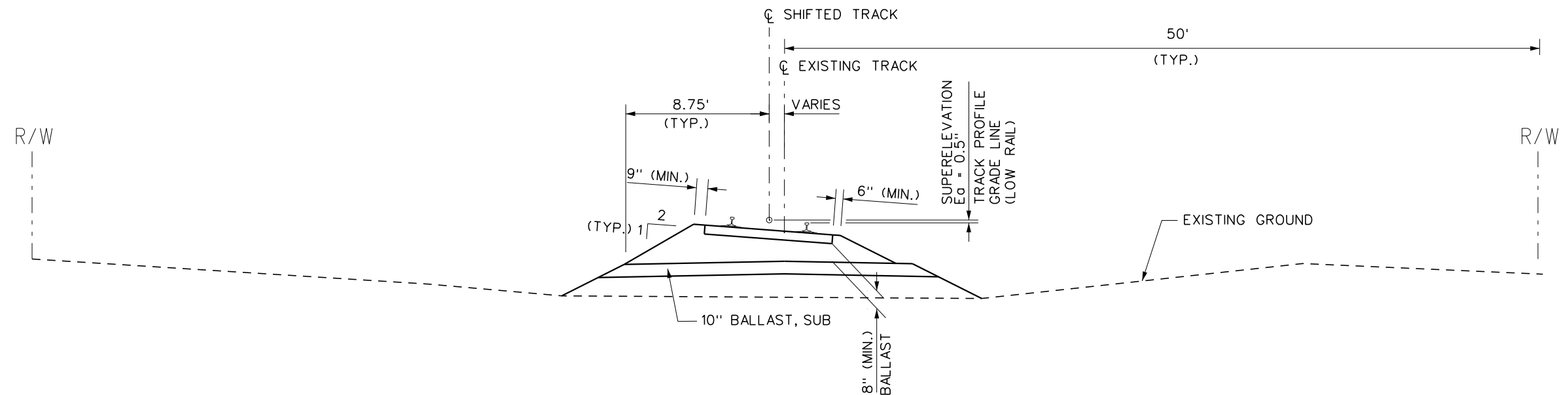
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DATE: 05/26/2026
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TSC: JACKSON

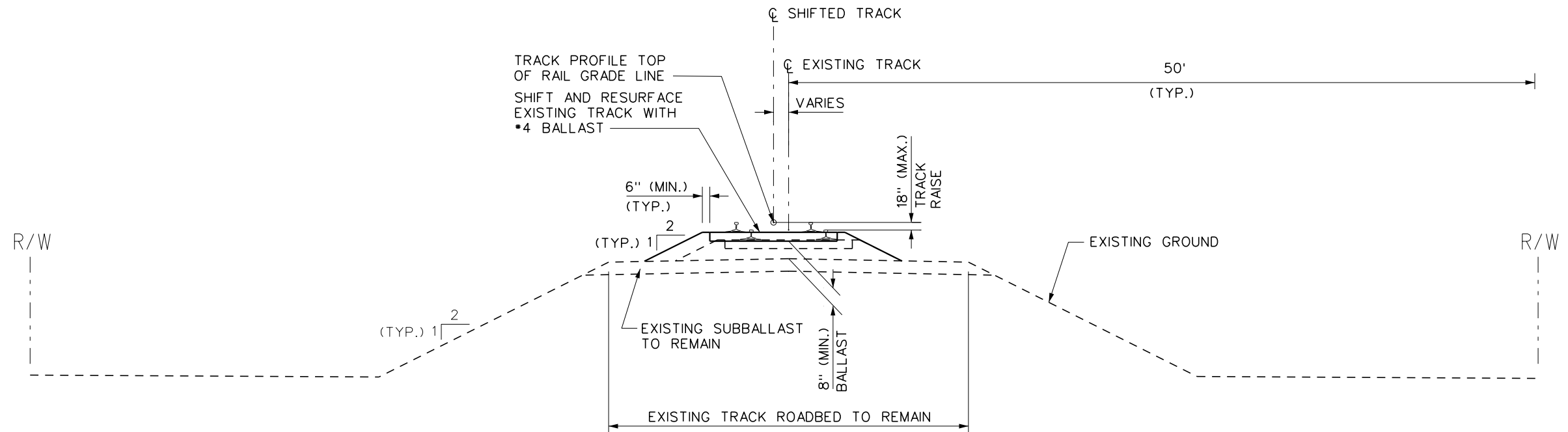
CS: 30000
JN: 224177

GENERAL PLAN OF STRUCTURE	
INDIANA NORTHEASTERN RR OVER HALLETT STREET	

DRAWING	SHEET
X02 GPSTR 003	189



PROPOSED TYPICAL SECTION - SUPERELEVATED TRACK
AT HORIZONTAL CURVES - LOOKING UPSTATION



PROPOSED TYPICAL SECTION - TRACK SHIFT, TRACK RAISE BELOW 18", AND RESURFACING
STA 136+70.00 TO STA 139+35
STA 158+00 TO STA 161+49.04
LOOKING UPSTATION (TANGENT TRACK SHOWN)

FINAL ROW PLAN REVISIONS SUBMITTAL DATE:									DRAWING SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION			

NO SCALE

DRAWN BY: CED

CHK'D BY: CED CORR BY: CED

FILE: TK-001.dgn

DATE: 05/26/2026

DESIGN UNIT: D'LAMATER

TSC: JACKSON

CS: 30000

JN: 224177

RAILROAD TYPICAL SECTION

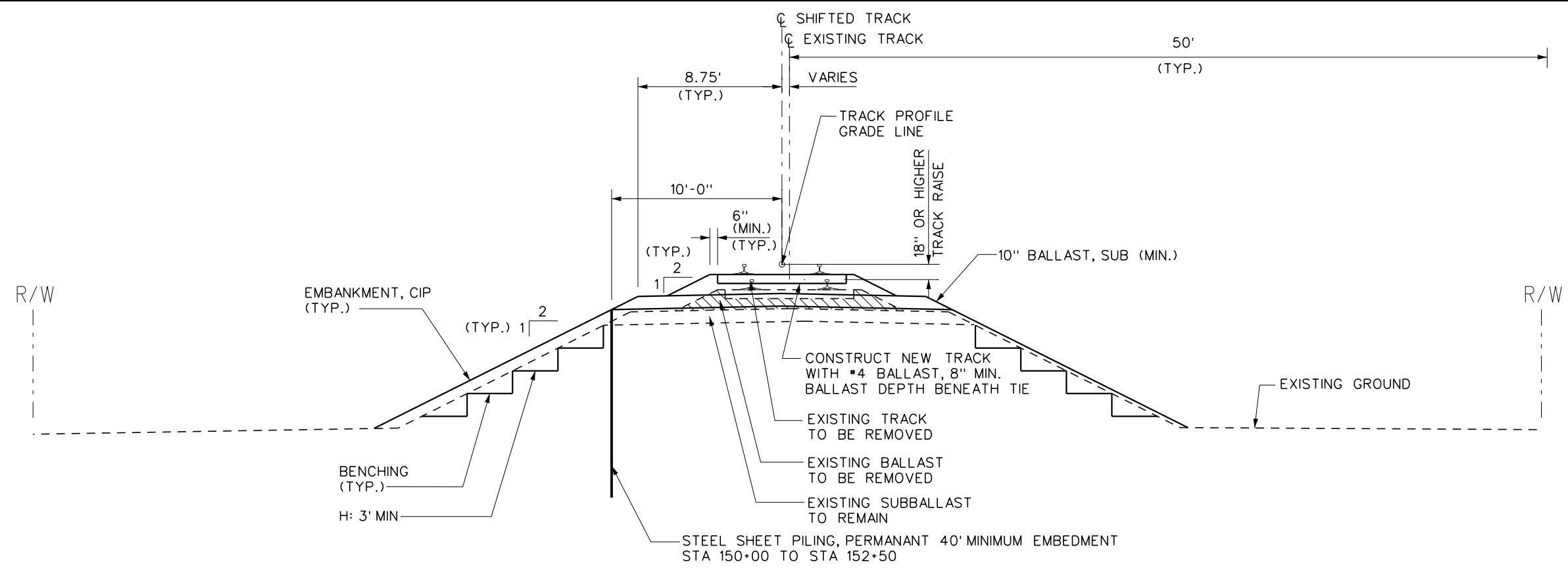
INDIANA NORTHEASTERN RR OVER HALLETT STREET

X02

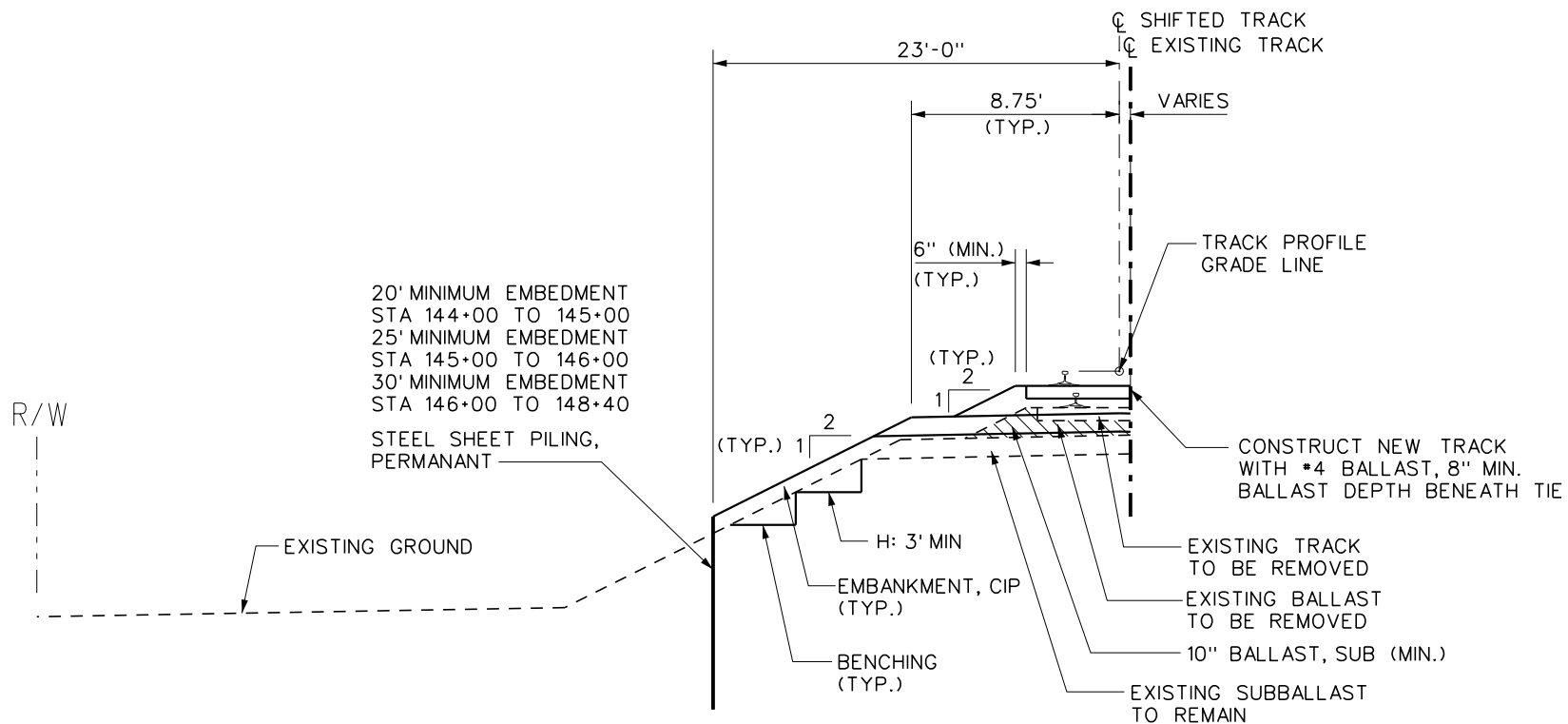
SECT

TK001

180



PROPOSED TYPICAL SECTION - TRACK SHIFT & TRACK RAISE ABOVE 18" (FILL CONDITION)
STA 139+30 TO STA 148+20
STA 149+85 TO STA 151+50
LOOKING UPSTATION (TANGENT TRACK SHOWN)



PROPOSED PARTIAL TYPICAL SECTION -WITH SHEET PILE WALL
STA 144+00 TO STA 148+40
LOOKING UPSTATION (TANGENT TRACK SHOWN)

NOTES

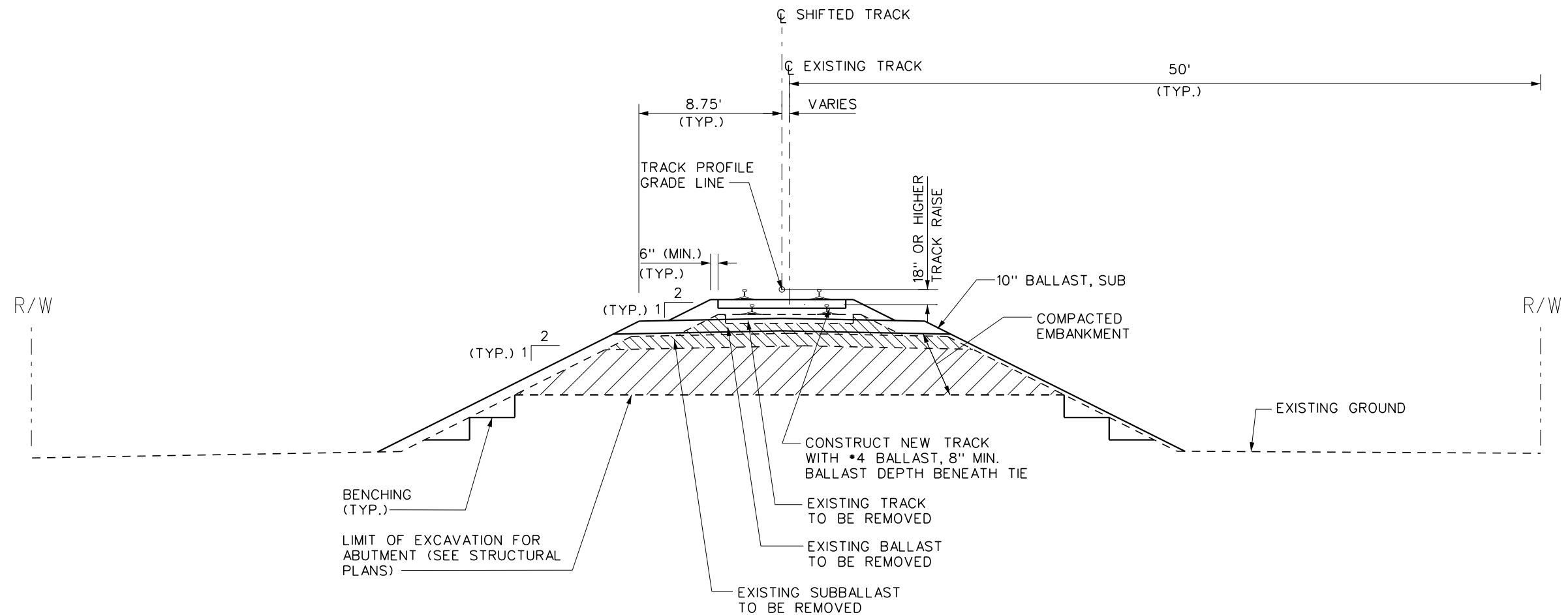
CONTRACTOR SHALL BE PREPARED TO IMPACT DRIVE STEEL SHEET PILING.

PERMANENT SHEET PILING FROM STA 144+00 TO 148+40 SHALL BE PZ-27, WHERE ALLOWED BY THE ENGINEER, SELECT ALTERNATE HOT ROLLED SHEET PILING WITH A NOMINAL SECTION MODULUS OF AT LEAST 37.2 IN³/FT.

PERMANENT SHEET PILING FROM STA 150+00 TO 152+50 SHALL BE PZ-27, WHERE ALLOWED BY THE ENGINEER, SELECT ALTERNATE HOT ROLLED SHEET PILING WITH A NOMINAL SECTION MODULUS OF AT LEAST 30.2 IN³/FT OR COLD ROLLED SHEET PILING WITH A NOMINAL SECTION MODULUS OF 37.2 IN³/FT.

FINAL ROW PLAN REVISIONS SUBMITTAL DATE:								DRAWING SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	X02	SECT
								TK002	182

		NO SCALE	DRAWN BY: CED CHK'D BY: CED CORR BY: CED FILE: TK-002.dgn	DATE: 06/08/2026 DESIGN UNIT: D/LAMATER TSC: JACKSON	CS: 30000 JN: 224177	RAILROAD TYPICAL SECTION INDIANA NORTHEASTERN RR OVER HALLETT STREET
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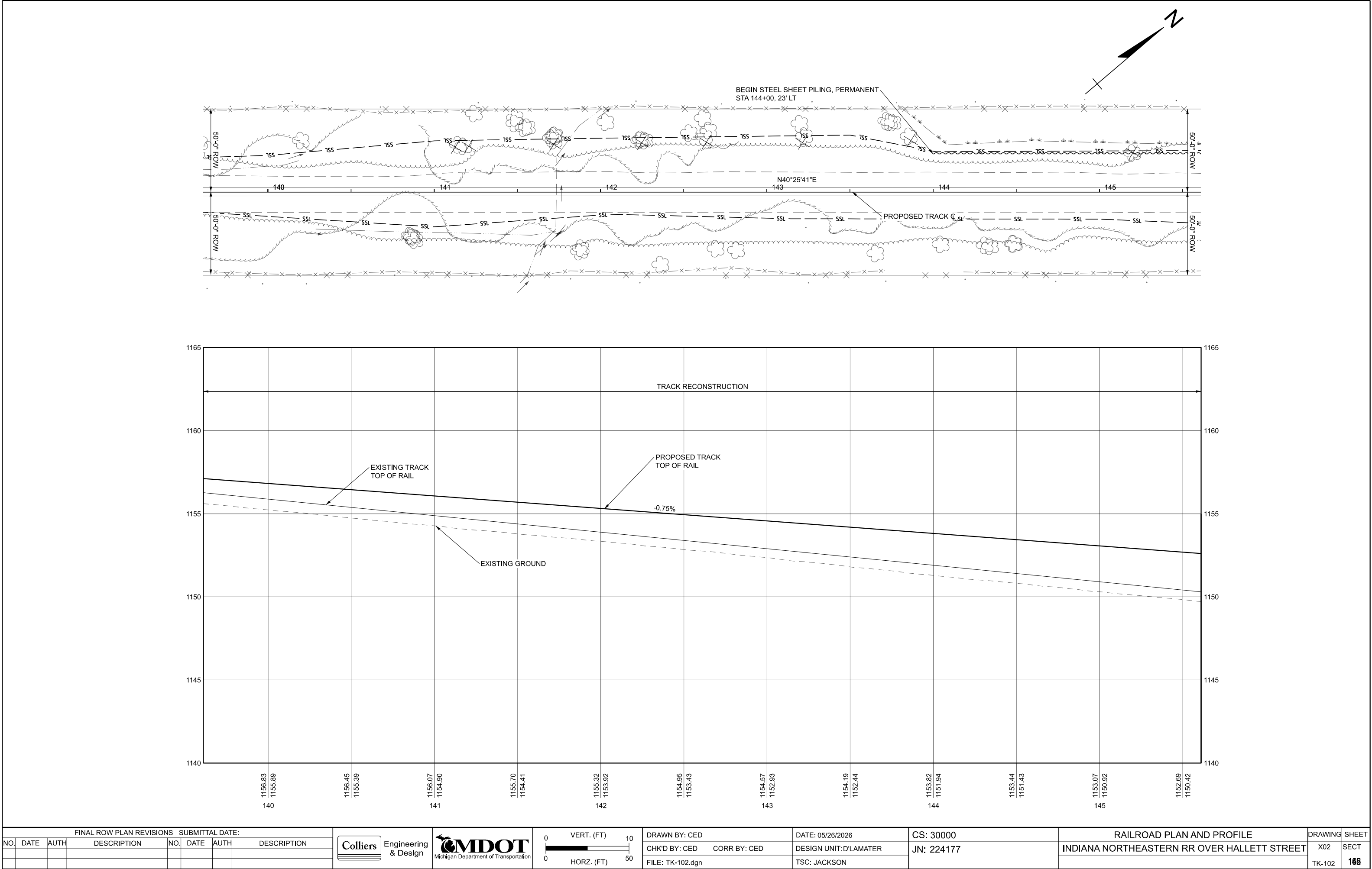
PROPOSED TYPICAL SECTION - TRACK SHIFT & TRACK RAISE ABOVE 18" (EXCAVATION FOR ABUTMENTS)

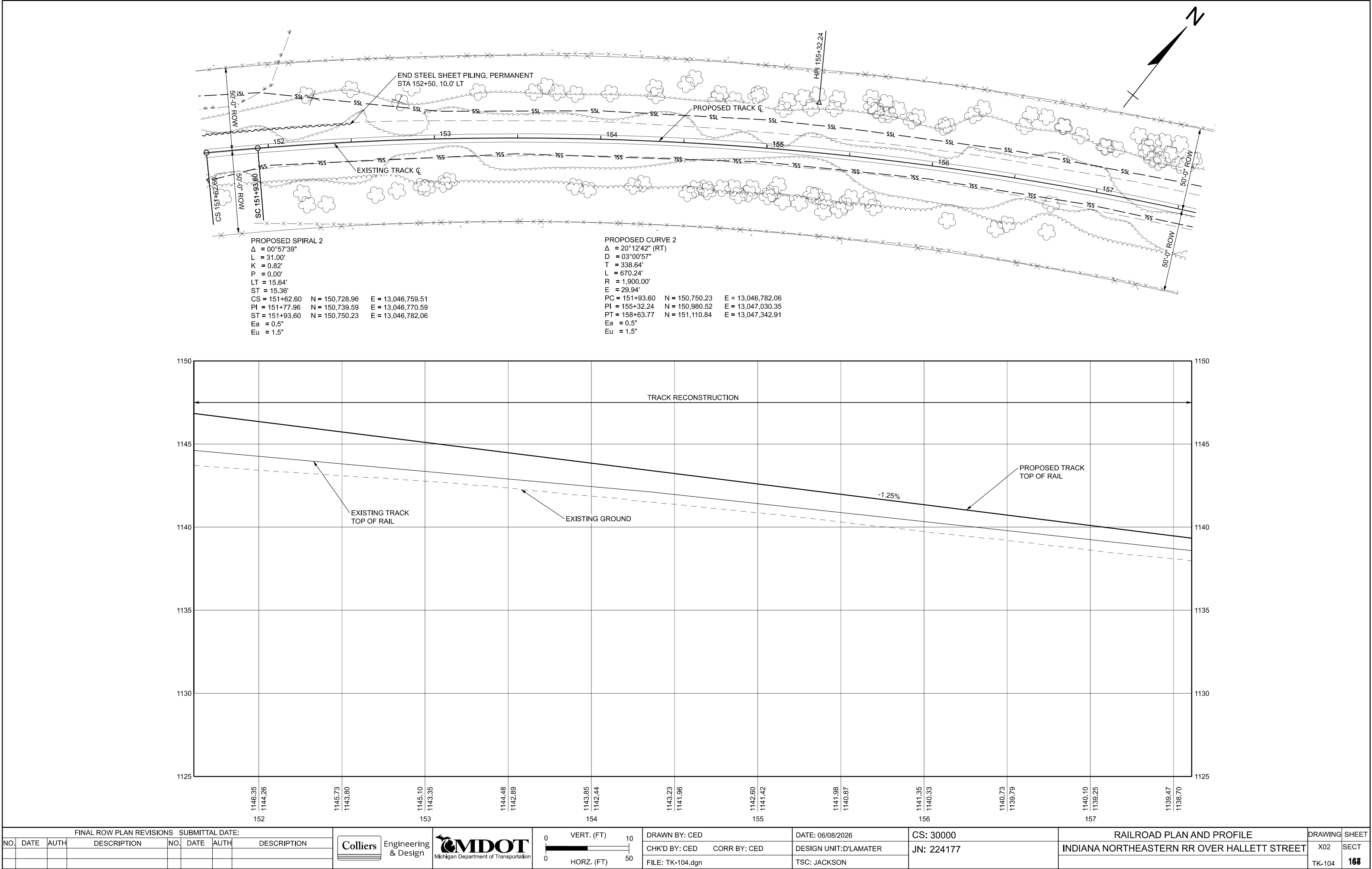
STA 148+20 TO STA 148+40
STA 149+65 TO STA 149+85
LOOKING UPSTATION (TANGENT TRACK SHOWN)

FINAL ROW PLAN REVISIONS SUBMITTAL DATE:									Engineering & Design		NO SCALE	DRAWN BY: CED		DATE: 05/26/2026		CS: 30000		RAILROAD TYPICAL SECTION		DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION					CHK'D BY: CED	CORR BY: CED	DESIGN UNIT:D'LAMATER	JN: 224177	INDIANA NORTHEASTERN RR OVER HALLETT STREET		X02	SECT		
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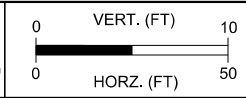


FINAL ROW PLAN REVISIONS								SUBMITTAL DATE:		 Engineering & Design	 MDOT Michigan Department of Transportation	NO SCALE	DRAWN BY: CED	DATE: 05/26/2026	CS: 30000	RAILROAD TYPICAL SECTION		DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	CHK'D BY: CED	CORR BY: CED				DESIGN UNIT:D\LAMATER	JN: 224177	INDIANA NORTHEASTERN RR OVER HALLETT STREET		X02	SECT	
												FILE: TK-004.dgn	TSC: JACKSON				TK004	188	





FINAL ROW PLAN REVISIONS						SUBMITTAL DATE:					
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



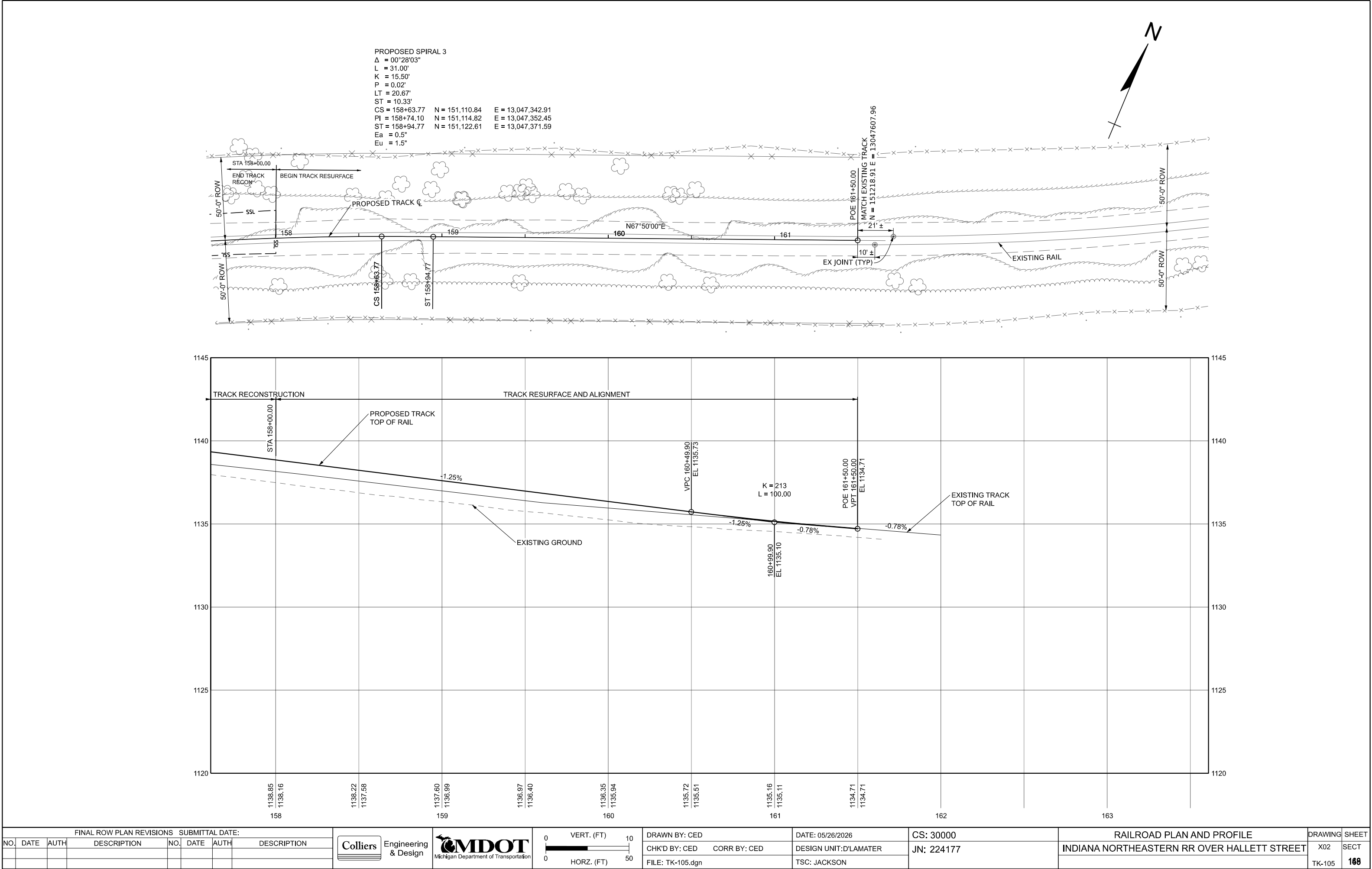
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DATE: 06/08/2026
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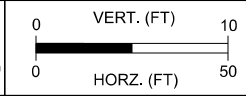
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RAILROAD PLAN AND PROFILE
INDIANA NORTHEASTERN RR OVER HALLETT STREET

DRAWING	SHEET
X02	SECT
TK-104	163



FINAL ROW PLAN REVISIONS SUBMITTAL DATE:							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



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FILE: TK-105.dgn

DATE: 05/26/2026
DESIGN UNIT: D'LAMATER
TSC: JACKSON

CS: 30000
JN: 224177

RAILROAD PLAN AND PROFILE				DRAWING	SHEET
INDIANA NORTHEASTERN RR OVER HALLETT STREET				X02	SECT
TK-105					168

EXHIBIT 'B'

INDIANA NORTHEASTERN RAILROAD COMPANY

SPECIAL PROVISION
FOR
RAILROAD INSURANCE REQUIREMENTS

RAL:DGT

1 of 2

APPR:JLD:SMR: 08-01-2021

a. Description. This work consists of providing Railroad Protective Liability Insurance before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Michigan Department of Transportation.

b. Insurance Requirements. Carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and Indiana Northeastern Railroad Company, hereinafter referred to as the Railroad on all insurance forms listed below with railroad contact information as noted in Coordination Clause.

1. Railroad Protective Liability Insurance in behalf of Indiana Northeastern Railroad Company as the named insured.

The Contractor must furnish to the Department and to the Railroad copies of policies as evidence that, with respect to Contractor or Subcontractor operations standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of six million dollars (\$6,000,000) applying separately to each annual period. Said Railroad Protective Liability Insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

The Contractor must furnish to the Department evidence of any reductions in the limits of liability herein described as determined by the Railroad.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

A. Each policy must contain the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Department and Indiana Northeastern Railroad Company."

B. Provide Commercial General Liability insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

(1) Single occurrence limit is two million dollars (\$2,000,000).

(2) Aggregate limit is six million dollars (\$6,000,000).

(3) List Indiana Northeastern Railroad Company as additional insured on the policy

(4) An endorsement deleting all exclusions for work performed near the railroad.

c. Construction. If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

d. Measurement and Payment. The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
RAILROAD TRACK MONITORING

RAL:JLD

1 of 2

APPR:LKD:SR:05-04-26

a. Description. This work consists of monitoring railroad track movement during construction to ensure construction activities do not impact the stability of the track.

b. Materials. None specified.

c. Construction. Perform monitoring during any excavation, sheet piling installation or modifications, boring or compaction activities that occur within 50 feet or within the influence line of a track. The influence line descends from a point one foot horizontally away from the outside end of the tie bottom one unit vertically for every unit and a half horizontally. Retain the services of a consulting firm with personnel to conduct the following monitoring requirements.

1. **Monitoring Plan and Reports.** Ensure submittal of monitoring plans and reports, establishment of control and observation locations and collection and interpretation of the survey data is supervised by a Professional Surveyor licensed in the State of Michigan.

2. **Safety.** People performing track monitoring are classified in the railroad entry permit as Roadway Workers and must perform the training identified for Roadway Worker Protection in the railroad entry permit.

3. **Control Points.** Establish and maintain a minimum of 3 control (reference) points outside of the influence zone of project construction activities. Establish vertical and horizontal positional values relative to the project datum on these points. Ensure the control points are preserved through the duration of the project and of durable material in order to not be subject to movement.

4. **Observation Points.** Each location must include a point on top of rail marked with paint or crayon on the field side of the rail and used for vertical measurements, and a point on the tie for horizontal measurements. In wood ties, ensure the point is marked with a PK nail or similar surveyor's marker, on concrete or steel ties ensure the point is marked with paint.

5. **Observation Point Locations.** Reference points are to be established along the track beginning at the point where the work is closest to the track. Ensure points continue to be placed at intervals of 50 feet along the track to the point where the work ends or does not meet the conditions outlined above, and then at 50 feet, 100 feet, and 200 feet away from the end point(s).

6. **Measurement Accuracy.** Establish monitoring points to within 0.01 feet, and report monitoring to 0.01 feet.

7. **Monitoring.** Perform monitoring each day at the beginning and end of every shift of work when work activity requires monitoring as defined in this special provision. Measure

points, record the measurements, and compare the numbers with previous measurements. Measure all points each time monitoring occurs, except for the points 200 feet away from the end of the proposed bridge abutments; these points only need to be measured if any of the other measurements exceeds the allowable deviation.

8. Allowable Deviations. If the track is found to have moved either vertically or horizontally by more than the allowable limits in Table 1 for the particular class of track involved, all work must cease immediately, and the Engineer contacted immediately. Work may not resume until the site has been inspected and approved by the Railroad.

Table 1: Allowable Limits for Track and Tie Movement

Track Class	Maximum Speed (MPH)	Cross Level (inches) The Different in Cross Level Between Any Two Points Less Than		Deviation from Uniform Profile (Inches)		Deviation from Horizontal Alignment (Inches)	Deviation From Horizontal Alignment (Inches)
		10'	62'	31' Chord	62' Chord	31' Chord	62' Chord
2	25	2	2.25	N/A	2.75	N/A	3

9. Track Maintenance. Ensure deficiencies in track surface and alignment caused by construction activities are corrected solely by Railroad forces at project expense.

d. Measurement and Payment. The completed work, as described, will be measured as a lump sum and paid for at the contract price using the following pay item:

Pay Item

Pay Unit

Railroad Track Monitoring.....Lump Sum

Railroad Track Monitoring includes furnishing all the necessary material, labor, and equipment for the monitoring of rail movement during all construction operations requiring inspection and will be paid as a lump sum. No additional compensation for idled equipment or lost production due to train movements or settlement and subsequent work required to stabilize the rail will be allowed.

MICHIGAN DEPARTMENT OF TRANSPORTATION

**COORDINATION CLAUSE
FOR
WORK ON RAILROAD PROPERTY**

RAL:JLD

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07-02-2025

The following information may be pertinent to the determination of construction methods and railroad protective insurance rates.

RAILROAD

Indiana Northeastern Railroad Company

Contact: Troy Strane - General Manager
Office: (517) 439-4677
Cell: (517) 278-4614
Address: PO Box 262/50 Monroe Street
Hillsdale, MI 49242

TRAIN MOVES

There are approximately 6 train moves a week at 10 mph maximum timetable speed.

The train movement and speed information does not represent a commitment by the Railroad and is subject to change without notice.

PERCENTAGE OF PROJECT STRUCTURE WORK WITHIN RAILROAD RIGHT OF WAY

Approximately 100% percent of the total work at the structure(s) will be performed over, under, or adjacent to the tracks operated by the railroad. Work outside this railroad's property is not included in this representation.

RAILROAD UTILITY COORDINATION

Railroad utilities are not covered under the current Miss Dig provisions and supplemental coordination with the operating railroad is required. The Contractor shall contact the Railroad, 30 days prior to any underground activities or soil disturbance on/or adjacent to the railroad right-of-way and request for railroad utilities be located and marked. The Contractor shall provide specific limits of desired utilities to be located and marked by the Railroad to ensure locates are visible and current.

The Contractor shall cooperate and coordinate construction activities with the operating railroad as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a railroad utility, will be determined based upon Section 109.05 of the 2020 MDOT Standard Specifications for Construction.

Any damage caused by the Contractors work operations to the railroad property will be the Contractors responsibility to fix and/or replace to Railroad specifications.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011