

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

November 17, 2014
7:00 p.m.
(517)437-6441
www.cityofhillsdale.org

CITY COUNCIL AGENDA

CITY OF HILLSDALE REGULAR MEETING

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Public Comments on Agenda Items**
- 5. Consent Agenda**
 - A. Approval of Bills from claims of November 6, 2014 payroll \$86,729.51; claims \$116,169.59
 - B. Committee Reports (Pending Approval):
 1. ZBA minutes of September 17, 2013
 2. Planning Commission minutes of September 16, 2014
 - C. Council Minutes of November 3, 2014
- 6. Communications/Petitions**
 - A.
- 7. Introduction and Adoption of Ordinance/Public Hearing**
 - A.
- 8. Unfinished Business**
 - A. Local Streets Maintenance – Resolution
 - B. Code Enforcement – October 2014
 - C. Clerk & Treasurer
- 9. Old Business**
 - A. BPU- Fiber Construction
- 10. New Business**
 - A. Audit of Minimum Assessing Requirements (AMAR)
 - B. Resolution for 2015 Council Meeting Dates
- 11. Miscellaneous**

Appointments: Planning Commission, Zoning Board of Appeals, BPU & Officer Compensation
Information Only: Police Quarterly Report
- 12. City Manager Report**
- 13. General Public Comment**
- 14. Council Comment**
- 15. Adjournment**

11/07/2014

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HILLSDALE

Check Run 11/06/2014

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Check 12					
101-000.000-228.003	DUE TO MMERS-RETIREMENT CONT.	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	5,055.78	12
101-172.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	701.49	12
101-209.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	232.31	12
101-215.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	120.87	12
101-219.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	226.75	12
101-301.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	9,368.01	12
101-336.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	1,480.42	12
101-372.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	120.80	12
101-400.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	140.62	12
101-441.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	353.54	12
208-751.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	197.83	12
271-790.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	152.10	12
588-588.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	141.78	12
640-444.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	138.05	12
699-441.000-716.000	RETIREMENT	M.E.R.S.	OCTOBER 2014 CONTRIBUTIONS	133.74	12
	Total For Check 12			<u>18,564.09</u>	
Check 73132					
101-175.000-806.002	LEGAL SERVICES - TAX CASES	STATE OF MICHIGAN~~~~~	MOTION TO SET ASIDE 14-005-969	<u>25.00</u>	73132
	Total For Check 73132			<u>25.00</u>	
Check 73133					
101-441.000-801.000	CONTRACTUAL SERVICES	STATE OF MICHIGAN*****	MIOSHA CITATION - INFORMAL SETTLEMENT AGR	<u>80.00</u>	73133
	Total For Check 73133			<u>80.00</u>	
Check 73134					
101-191.000-862.000	LODGING AND MEALS	CAVONI'S PIZZA & GRINDERS	ELECTION WORKERS MEALS 11-4-14	<u>167.31</u>	73134
	Total For Check 73134			<u>167.31</u>	
Check 73135					
101-400.000-860.000	TRANSPORTATION AND MILEAGE	ALAN BEEKER	TRAVEL EXPENSES FOR RRC SEMINARS	<u>170.28</u>	73135
	Total For Check 73135			<u>170.28</u>	
Check 73136					
481-900.000-740.295	FUEL AND LUBRICANTS - AVIATIO	ARROW ENERGY	AVGAL 100 LL - AIRPORT FUEL	<u>18,374.11</u>	73136
	Total For Check 73136			<u>18,374.11</u>	

Check 73137					
101-301.000-900.000	PRINTING	ARROW SWIFT PRINTING	LIQUOR CONTROL INSPECTION FORMS	62.25	73137
		Total For Check 73137		<u>62.25</u>	
Check 73138					
101-301.000-801.000	CONTRACTUAL SERVICES	AT & T MOBILITY	NETWORK ACCESS FEE FOR IN-CAR MOBILE DATA	159.96	73138
		Total For Check 73138		<u>159.96</u>	
Check 73139					
101-265.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE OCT/NOV 2014	133.29	73139
101-295.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE OCT/NOV 2014	44.00	73139
588-588.000-925.000	TELEPHONE	AT&T	TELEPHONE SERVICE OCT/NOV 2014	81.23	73139
		Total For Check 73139		<u>258.52</u>	
Check 73140					
101-276.000-801.000	CONTRACTUAL SERVICES	B. S. & A. SOFTWARE	CEMETERY MGMT/FIELD INSP ANNUAL SOFTWARE	462.00	73140
101-372.000-801.000	CONTRACTUAL SERVICES	B. S. & A. SOFTWARE	CEMETERY MGMT/FIELD INSP ANNUAL SOFTWARE	600.00	73140
		Total For Check 73140		<u>1,062.00</u>	
Check 73141					
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	SEPT ADULT BOOK ORDER	15.78	73141
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	SEPTEMBER ADULT BOOK ORDER	14.14	73141
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	OCTOBER 2014 ADULT BOOK ORDER	145.08	73141
271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	OCTOBER 2014 ADULT BOOK ORDER	199.12	73141
271-790.000-982.001	BOOKS - FROM DONATION MONIES	BAKER & TAYLOR COMPANY	OCT DONATION PURCHASES	14.16	73141
271-790.000-982.001	BOOKS - FROM DONATION MONIES	BAKER & TAYLOR COMPANY	OCT DONATION PURCHASES	14.69	73141
271-792.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	OCTOBER 2014 KIDS ORDER	66.75	73141
271-792.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	OCTOBER 2014 KIDS ORDER	38.14	73141
271-792.000-982.000	BOOKS	BAKER & TAYLOR COMPANY	AUGUST 2014 KIDS BOOK ORDER	22.10	73141
		Total For Check 73141		<u>529.96</u>	
Check 73142					
101-000.000-084.582	DUE FROM UTILITIES DEPARTMENT	BOARD OF PUBLIC UTILITIES	UTILITY LEANS/TV AD REFUND	375.00	73142
101-265.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	1,552.12	73142
101-266.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	325.52	73142
101-276.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	99.87	73142
101-295.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	592.03	73142
101-336.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	568.70	73142
101-441.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	359.07	73142
101-448.000-920.202	UTILITIES - MAJOR STREETS	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	5,737.50	73142
101-448.000-920.203	UTILITIES - LOCAL STREETS	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	273.83	73142
101-756.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	545.28	73142
202-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	74.19	73142
202-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	457.04	73142
202-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	161.53	73142
202-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	GLOBE LIGHTS ON WEDGE	220.88	73142

202-460.500-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	127.99	73142
202-460.500-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	195.30	73142
202-490.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	452.01	73142
202-490.500-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	435.38	73142
203-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	101.59	73142
203-460.000-801.000	CONTRACTUAL SERVICES	BOARD OF PUBLIC UTILITIES	STREET LIGHT MAINTENANCE	62.74	73142
271-790.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	1,474.12	73142
588-588.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	366.14	73142
640-444.000-920.000	UTILITIES	BOARD OF PUBLIC UTILITIES	UTILITIES FOR OCT 2014	337.63	73142
		Total For Check 73142		<u>14,895.46</u>	
Check 73143					
101-295.000-920.000	UTILITIES	BRINER OIL CO., INC.	FUEL FOR AIRPORT TRACTOR	556.79	73143
		Total For Check 73143		<u>556.79</u>	
Check 73144					
101-441.000-801.000	CONTRACTUAL SERVICES	BRODBECKS, LLC	AUGUST 2014 COMPOST ROW TURNING	1,750.00	73144
		Total For Check 73144		<u>1,750.00</u>	
Check 73145					
101-301.000-930.000	REPAIRS & MAINTENANCE	CENTRAL SERVICE CENTER	RADAR UNIT G2SK-13402 REPAIRED - REPLACED P	217.50	73145
		Total For Check 73145		<u>217.50</u>	
Check 73146					
101-441.000-801.000	CONTRACTUAL SERVICES	CINCINNATI TIME SYSTEMS	CHECK OUT TIME CLOCK @ DPS	180.00	73146
		Total For Check 73146		<u>180.00</u>	
Check 73147					
101-265.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS - CITY HALL	20.00	73147
101-265.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS - CITY HALL	20.00	73147
101-336.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	CONTRACTUAL LINEN SERVICE	13.68	73147
101-336.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	CONTRACTUAL LINEN SERVICE	13.68	73147
101-441.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	38.00	73147
101-441.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	38.00	73147
101-441.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	37.36	73147
101-441.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	37.36	73147
271-790.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	LIBRARY FLOOR MATS 10-23-14	32.18	73147
588-588.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS - DART	48.90	73147
640-444.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	14.85	73147
640-444.000-742.000	CLOTHING / UNIFORMS	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	14.85	73147
640-444.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	24.37	73147
640-444.000-801.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	RUGS/UNIFORMS - DPS	24.37	73147
		Total For Check 73147		<u>377.60</u>	
Check 73148					
101-172.000-862.000	LODGING AND MEALS	CITY OF HILLSDALE	PETTY CASH	59.95	73148

101-209.000-734.000	POSTAGE	CITY OF HILLSDALE	PETTY CASH	9.08	73148
101-215.000-734.000	POSTAGE	CITY OF HILLSDALE	PETTY CASH	28.20	73148
101-301.000-862.000	LODGING AND MEALS	CITY OF HILLSDALE	PETTY CASH	75.00	73148
101-336.000-726.000	SUPPLIES	CITY OF HILLSDALE	PETTY CASH	9.75	73148
203-470.000-726.000	SUPPLIES	CITY OF HILLSDALE	PETTY CASH	12.98	73148
271-790.000-734.000	POSTAGE	CITY OF HILLSDALE	PETTY CASH	3.17	73148
271-790.000-860.000	TRANSPORTATION AND MILEAGE	CITY OF HILLSDALE	PETTY CASH	33.04	73148
		Total For Check 73148		<u>231.17</u>	
Check 73149					
101-172.000-801.000	CONTRACTUAL SERVICES	CITY OF LITCHFIELD	MANAGER SERVICES - OCT1 -22, 2014	2,119.04	73149
101-172.000-801.000	CONTRACTUAL SERVICES	CITY OF LITCHFIELD	MANAGER SERVICES - OCT 12 - 25, 2014	2,069.76	73149
		Total For Check 73149		<u>4,188.80</u>	
Check 73150					
101-175.000-808.000	AUDITING SERVICES	CONDON, HECHT, BISHER, WADE	ADUDITING SERIVES	2,000.00	73150
		Total For Check 73150		<u>2,000.00</u>	
Check 73151					
271-790.000-982.001	BOOKS - FROM DONATION MONIES	CONSTANCE BLANK	MISSING BOOK REFUND	7.00	73151
		Total For Check 73151		<u>7.00</u>	
Check 73152					
203-470.000-801.000	CONTRACTUAL SERVICES	CRAIG WICKHAM	TREE REMOVALS	1,350.00	73152
		Total For Check 73152		<u>1,350.00</u>	
Check 73153					
101-191.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	LABELS FOR ELECTION	70.47	73153
101-215.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	PAPER PRODUCTS/DEPOSIT BAGS/PENS	32.74	73153
101-265.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	PAPER PRODUCTS/DEPOSIT BAGS/PENS	99.08	73153
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	CREDIT RETURNED ITEMS	(22.79)	73153
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	FILE STORAGE BOX/FILE FOLDERS	34.81	73153
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	FILE STORAGE BOXS	22.79	73153
271-790.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	LIBRARY SUPPLIES	11.28	73153
271-790.000-801.000	CONTRACTUAL SERVICES	CURRENT OFFICE SOLUTIONS	LIBRARY COPIES OCT-NOV 2014	120.50	73153
		Total For Check 73153		<u>368.88</u>	
Check 73154					
208-751.000-726.000	SUPPLIES	CUSTOM PRINTING & DESIGN	FOOTBALL T-SHIRTS	860.00	73154
		Total For Check 73154		<u>860.00</u>	
Check 73155					
101-756.000-801.000	CONTRACTUAL SERVICES	D & L EQUIPMENT, INC	SCREENER RENTAL - LOPRESTO FIELD	1,800.00	73155
		Total For Check 73155		<u>1,800.00</u>	

Check 73156 101-295.000-920.000	UTILITIES	DMCI BROADBAND, LLC Total For Check 73156	INTERNET/PHONE SERVICE @ AIRPORT	<u>284.18</u> 284.18	73156
Check 73157 408-751.000-801.000	CONTRACTUAL SERVICES	DO-RITE MASONARY Total For Check 73157	BALANCE ON FOD DUGOUT CONSTRUCTION	<u>5,422.00</u> 5,422.00	73157
Check 73158 588-588.000-801.000	CONTRACTUAL SERVICES	THE DOOR MAN Total For Check 73158	SERVICE CALL/P/C BOARD FOR DART GARAGE DOOR	<u>265.00</u> 265.00	73158
Check 73159 633-233.000-726.000	SUPPLIES	DORNBOS SIGN & SAFETY INC Total For Check 73159	HANDICAP SIGNS, VAN ACCESSIBLE SIGNS, ENTER	<u>955.74</u> 955.74	73159
Check 73160 640-444.000-801.000	CONTRACTUAL SERVICES	FLEET COMPUTING INT'L., INC Total For Check 73160	SERVICE & MAINTENANCE PLAN - FLEET COMPUT	<u>400.00</u> 400.00	73160
Check 73161 101-265.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC.	BALLAST FOR LIBRARY	0.00	73161
101-265.000-930.000	REPAIRS & MAINTENANCE	GELZER & SON INC.	ANCHORS DPS QUONSET BLDG	26.49	73161
101-276.000-726.000	SUPPLIES	GELZER & SON INC.	HARADWARE FOR LAKEVIEW CEMETARY	10.58	73161
101-336.000-726.000	SUPPLIES	GELZER & SON INC.	WET/DRY CARTRIDGE FILTER	14.99	73161
101-756.000-726.000	SUPPLIES	GELZER & SON INC.	PVC CPLG FOR SANDY BEACH	1.38	73161
101-756.000-726.000	SUPPLIES	GELZER & SON INC.	MIP ADAPTER FOR SANDY BEACH	2.18	73161
202-450.000-726.000	SUPPLIES	GELZER & SON INC.	THERMOMETER	5.99	73161
271-790.000-726.000	SUPPLIES	GELZER & SON INC.	BALLAST FOR LIBRARY	31.99	73161
640-444.000-726.000	SUPPLIES	GELZER & SON INC.	FLOUR TUBES	16.76	73161
		Total For Check 73161		<u>110.36</u>	
Check 73162 101-000.000-628.000	ABATEMENT FEES	GENERAL AUTOMATIC MACHINE LIFT TAX ABATEMENT APP FEE REFUND Total For Check 73162		<u>282.73</u> 282.73	73162
Check 73163 101-265.000-801.000	CONTRACTUAL SERVICES	CAROL HAWKES Total For Check 73163	CLEANING CITY HALL	<u>633.00</u> 633.00	73163
Check 73164 101-265.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER		29.25	73164
101-441.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER		15.00	73164
271-790.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER		10.25	73164
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER		0.75	73164
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER		4.75	73164

				<u>60.00</u>	
		Total For Check 73164			
Check 73165					
101-295.000-726.000	SUPPLIES	HILLSDALE AERO, INC.	BULBS FOR AIRPORT	40.18	73165
101-295.000-726.000	SUPPLIES	HILLSDALE AERO, INC.	T-PAPER/BOWL CLEANER FOR AIRPORT	28.58	73165
101-295.000-801.000	CONTRACTUAL SERVICES	HILLSDALE AERO, INC.	GROUNDS/EQUIPEMENT MAINT FOR OCT 2014	<u>1,669.50</u>	73165
		Total For Check 73165			<u>1,738.26</u>
Check 73166					
101-441.000-955.517	MISC - SOLID WASTE COUPONS	HILLSDALE TRANSFER STATION	COUPONS FOR OCT 2014	<u>325.00</u>	73166
		Total For Check 73166			<u>325.00</u>
Check 73167					
101-441.000-726.000	SUPPLIES	HOWARD T. MORIARTY COMPAN' HARD HATS,SAFETY VESTS,RAINCOATS,CHAPS,SAF		1,292.04	73167
202-490.000-726.000	SUPPLIES	HOWARD T. MORIARTY COMPAN' HARD HATS,SAFETY VESTS,RAINCOATS,CHAPS,SAF		125.00	73167
203-490.000-726.000	SUPPLIES	HOWARD T. MORIARTY COMPAN' HARD HATS,SAFETY VESTS,RAINCOATS,CHAPS,SAF		<u>125.00</u>	73167
		Total For Check 73167			<u>1,542.04</u>
Check 73168					
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	JACKSON TRUCK SERVICE INC.	FILTERS	<u>90.76</u>	73168
		Total For Check 73168			<u>90.76</u>
Check 73169					
101-265.000-801.000	CONTRACTUAL SERVICES	K&B ASPHALT SEALCOATING, INC CITY HALL LOTSEALCOATING		216.26	73169
101-265.000-801.000	CONTRACTUAL SERVICES	K&B ASPHALT SEALCOATING, INC STRIPPING		20.00	73169
101-756.000-801.000	CONTRACTUAL SERVICES	K&B ASPHALT SEALCOATING, INC KEEKOOSE LOT		359.73	73169
101-756.000-801.000	CONTRACTUAL SERVICES	K&B ASPHALT SEALCOATING, INC STRIPPING		190.00	73169
401-900.000-975.019	T.I.F.A. - PARKING LOT REPAIR	K&B ASPHALT SEALCOATING, INC STRIPPING		<u>400.00</u>	73169
		Total For Check 73169			<u>1,185.99</u>
Check 73170					
202-460.000-726.000	SUPPLIES	KSS ENTERPRISES	TRASH LINERS	<u>105.89</u>	73170
		Total For Check 73170			<u>105.89</u>
Check 73171					
101-301.000-810.000	DUES AND SUBSCRIPTIONS	LEXIS NEXIS MATTHEW BENDER	MI PENAL CODE & MOTOR VEHICLE LAW HANDBC	<u>105.73</u>	73171
		Total For Check 73171			<u>105.73</u>
Check 73172					
101-265.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	12.28	73172
101-265.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	25.84	73172
101-276.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	12.28	73172
101-276.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	419.81	73172
101-441.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	420.99	73172
101-441.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	446.41	73172
101-756.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	358.72	73172

101-756.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	195.51	73172
202-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	370.16	73172
202-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	36.84	73172
202-460.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	49.12	73172
202-460.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	260.44	73172
202-470.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	32.10	73172
202-480.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	42.98	73172
202-480.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	227.18	73172
203-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	394.88	73172
203-450.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	36.84	73172
203-460.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	79.82	73172
203-470.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/29/2014	25.84	73172
203-470.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	37.68	73172
203-480.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	187.83	73172
203-490.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	36.28	73172
588-588.000-801.000	CONTRACTUAL SERVICES	MANPOWER OF LANSING	TEMP EMPLOYEES W/E 10/19/2014	6.78	73172
		Total For Check 73172		<u>3,716.61</u>	
Check 73173					
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	MICHIGAN CAT	PIN A & FREIGHT	427.15	73173
		Total For Check 73173		<u>427.15</u>	
Check 73174					
101-756.000-801.000	CONTRACTUAL SERVICES	MICHIGAN DEPT OF ENVIRONMEI	NONCOMMUNITY PUBLIC WATER SUPPLY ANNUA	130.47	73174
101-756.000-801.000	CONTRACTUAL SERVICES	MICHIGAN DEPT OF ENVIRONMEI	NONCOMMUNITY PUBLIC WATER SUPPLY ANNUA	130.47	73174
		Total For Check 73174		<u>260.94</u>	
Check 73175					
588-588.000-850.000	INSURANCE	MICHIGAN TRANSIT POOL	LIABILITY BUS INS	6,660.00	73175
588-588.000-850.000	INSURANCE	MICHIGAN TRANSIT POOL	PROPERTY DAMAGE INS FOR BUSES	2,274.00	73175
		Total For Check 73175		<u>8,934.00</u>	
Check 73176					
101-266.000-801.000	CONTRACTUAL SERVICES	MT ENGINEERING, LLC	ENGINEER SERVICES/ADVERTISING BIDS - PARKING	126.00	73176
		Total For Check 73176		<u>126.00</u>	
Check 73177					
101-336.000-810.000	DUES AND SUBSCRIPTIONS	NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP DUES FOR FIRE CHIEF KEVIN PAUKER	165.00	73177
		Total For Check 73177		<u>165.00</u>	
Check 73178					
101-175.000-801.000	CONTRACTUAL SERVICES	NONIK TECHNOLOGIES, INC.	NOVEMBER IT SERVICES	1,340.00	73178
101-301.000-726.000	SUPPLIES	NONIK TECHNOLOGIES, INC.	ADOBE SOFTWARE - KATY & MICHELLE/KEYBOARD	8.00	73178
271-790.000-801.000	CONTRACTUAL SERVICES	NONIK TECHNOLOGIES, INC.	MONTHLY AVALON MONITOR FOR LIBRARY	100.00	73178
401-900.000-975.040	COMPREHENSIVE COMPUTER UPDATE	NONIK TECHNOLOGIES, INC.	ADOBE SOFTWARE - KATY & MICHELLE/KEYBOARD	492.00	73178
		Total For Check 73178		<u>1,940.00</u>	
Check 73179					
640-444.000-726.000	SUPPLIES	NORM'S TIREMAN	TIRES	44.00	73179
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	NORM'S TIREMAN	TIRES	274.99	73179

				<u>318.99</u>	
		Total For Check 73179			
Check 73180					
101-276.000-726.000	SUPPLIES	PASCHAL BURIAL VAULT SERVICE PREFORM FOUNDATIONS		<u>865.00</u>	73180
		Total For Check 73180		<u>865.00</u>	
Check 73181					
101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	BLECHE WHITE/TIREFOAM/ICE DETAILER	19.37	73181
101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	LOOM & TIES	3.09	73181
101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	SHOP TOWEL BOX	19.39	73181
101-336.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	CORE RETURN	(70.00)	73181
101-756.000-930.000	REPAIRS & MAINTENANCE	PERFORMANCE AUTOMOTIVE	RV ANTI FREEZE	17.96	73181
101-756.000-930.000	REPAIRS & MAINTENANCE	PERFORMANCE AUTOMOTIVE	RV ANTI FREEZE	53.88	73181
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	PERFORMANCE AUTOMOTIVE	AIR BRAKE ANTI FREEZE	<u>11.38</u>	73181
		Total For Check 73181		<u>55.07</u>	
Check 73182					
271-790.000-982.000	BOOKS	PLAYAWAY	OCTOBER ORDER	<u>454.94</u>	73182
		Total For Check 73182		<u>454.94</u>	
Check 73183					
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	POINT RENTAL & SALES	3/4 AIR HOSE GASKET	<u>8.42</u>	73183
		Total For Check 73183		<u>8.42</u>	
Check 73184					
640-444.000-801.000	CONTRACTUAL SERVICES	PURITY CYLINDER GASES, INC.	CYLINDER RENTAL	<u>33.48</u>	73184
		Total For Check 73184		<u>33.48</u>	
Check 73185					
101-400.000-861.000	TRAINING & SEMINARS	REGION 2 PLANNING COMMISSIO 2015 ANNUAL DINNER		<u>25.00</u>	73185
		Total For Check 73185		<u>25.00</u>	
Check 73186					
101-295.000-801.000	CONTRACTUAL SERVICES	REPUBLIC SERVICES OF KALAMAZI DUMPSTER @ AIRPORT		115.24	73186
101-441.000-801.000	CONTRACTUAL SERVICES	REPUBLIC SERVICES OF KALAMAZI 4 YARD DUMPSTER RENTAL - DPS		<u>119.80</u>	73186
		Total For Check 73186		<u>235.04</u>	
Check 73187					
101-295.000-801.000	CONTRACTUAL SERVICES	JAMES SCHEIBNER	AIRPORT MGR - NOV 2014	<u>2,916.67</u>	73187
		Total For Check 73187		<u>2,916.67</u>	
Check 73188					
101-265.000-801.000	CONTRACTUAL SERVICES	SCHINDLER ELEVATOR CORPORAT QUARTERLY ELEVATOR MAINTENANCE		<u>527.97</u>	73188
		Total For Check 73188		<u>527.97</u>	
Check 73189					

640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	SPRATT'S	MOTOR, FREIGHT,	866.40	73189
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	SPRATT'S	LP TANK FILLED	27.00	73189
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	SPRATT'S	LP TANK FILLED	17.00	73189
		Total For Check 73189		<u>910.40</u>	
Check 73190					
202-450.000-726.000	SUPPLIES	TACKETT AND SONS MATERIALS, I	COMMERCIAL TOP - HOT MIX	70.68	73190
202-450.000-726.000	SUPPLIES	TACKETT AND SONS MATERIALS, I	COMMERCIAL TOP - HOT MIX	70.85	73190
203-450.000-726.000	SUPPLIES	TACKETT AND SONS MATERIALS, I	COMMERCIAL TOP - HOT MIX	269.17	73190
203-450.000-726.000	SUPPLIES	TACKETT AND SONS MATERIALS, I	COMMERCIAL TOP - HOT MIX	98.88	73190
		Total For Check 73190		<u>509.58</u>	
Check 73191					
208-751.000-726.000	SUPPLIES	TEAM SPORTS, INC.	VOLLEYBALL & BASKETBALLS	281.73	73191
		Total For Check 73191		<u>281.73</u>	
Check 73192					
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	TERMINAL SUPPLY COMPANY	ROUND LED FLOOD WORK LAMP	69.42	73192
		Total For Check 73192		<u>69.42</u>	
Check 73193					
101-000.000-628.000	ABATEMENT FEES	THORNY ASH DEVELOPMENT, LLC	TAX ABATEMEMT APP FEE REFUND	200.75	73193
		Total For Check 73193		<u>200.75</u>	
Check 73194					
101-301.000-801.000	CONTRACTUAL SERVICES	TRANSUNION RISK AND ALTERNA	ONLINE INVESTIGATIVE SYSTEM BILLING 10/01/2014	18.75	73194
		Total For Check 73194		<u>18.75</u>	
Check 73195					
101-441.000-726.000	SUPPLIES	TSC STORES	GLOVES (WOMENS)	18.93	73195
101-756.000-726.000	SUPPLIES	TSC STORES	LIVE TRAP, WIRE WHEEL	31.99	73195
		Total For Check 73195		<u>50.92</u>	
Check 73196					
101-276.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, LLC	TEMP EMPLOYEE W/E 10/20/2014	273.84	73196
101-756.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, LLC	TEMP EMPLOYEE W/E 10/26/14	57.05	73196
202-450.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, LLC	TEMP EMPLOYEE W/E 10/26/14	119.81	73196
203-450.000-801.000	CONTRACTUAL SERVICES	US STAFFING AGENCY, LLC	TEMP EMPLOYEE W/E 10/26/14	296.66	73196
		Total For Check 73196		<u>747.36</u>	
Check 73197					
640-444.000-801.000	CONTRACTUAL SERVICES	VERMEER OF MICHIGAN, INC	SHARPEN CHIPPER BLADES	32.00	73197
		Total For Check 73197		<u>32.00</u>	
Check 73198					
101-101.000-801.000	CONTRACTUAL SERVICES	VISA	TYPEWRITER RIBBONS/SHIPPING GRANICUS EQUI	49.87	73198
101-215.000-726.000	SUPPLIES	VISA	TYPEWRITER RIBBONS/SHIPPING GRANICUS EQUI	44.97	73198

101-441.000-862.000	LODGING AND MEALS	VISA	MISC SUPPLIES/CONF. MEALS	25.45	73198
271-792.000-726.000	SUPPLIES	VISA	LIBRARY CHILDREN'S SUPPLIES	80.24	73198
		Total For Check 73198		<u>200.53</u>	
Check 73199					
271-790.000-726.000	SUPPLIES	WALMART COMMUNITY	LIBRARY SUPPLIES	14.17	73199
271-792.000-726.792	SUPPLIES-FROM DONATIONS	WALMART COMMUNITY	LIBRARY CHILDREN'S SUPPLIES	42.25	73199
		Total For Check 73199		<u>56.42</u>	
Check 73200					
101-336.000-740.000	FUEL AND LUBRICANTS	WATKINS OIL COMPANY	OCTOBER 2014 FLEET FUEL	492.95	73200
588-588.000-740.000	FUEL AND LUBRICANTS	WATKINS OIL COMPANY	OCTOBER 2014 FLEET FUEL	2,307.74	73200
640-444.000-740.000	FUEL AND LUBRICANTS	WATKINS OIL COMPANY	OCTOBER 2014 FLEET FUEL	5,465.36	73200
640-444.000-740.301	FUEL AND LUBRICANTS-POLICE	WATKINS OIL COMPANY	OCTOBER 2014 FLEET FUEL	1,976.30	73200
		Total For Check 73200		<u>10,242.35</u>	
Check 73201					
588-588.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	WELLS EQUIPMENT SALES, INC.	AIR FILTER	90.74	73201
		Total For Check 73201		<u>90.74</u>	
Check 73202					
640-444.000-730.000	VEH./EQUIP. MAINT. SUPPLIES	WHITES WELDING SERVICE	STEEL FOR #44	5.00	73202
		Total For Check 73202		<u>5.00</u>	
		Fund Totals:			
			Fund 101 GENERAL FUND	56,630.35	
			Fund 202 MAJOR ST./TRUNKLINE FUND	3,641.36	
			Fund 203 LOCAL ST. FUND	3,116.19	
			Fund 208 RECREATION FUND	1,339.56	
			Fund 271 LIBRARY FUND	3,097.19	
			Fund 401 CAPITAL IMPROVEMENT FUND	892.00	
			Fund 408 FIELDS OF DREAMS	5,422.00	
			Fund 481 AIRPORT IMPROVEMENT FUND	18,374.11	
			Fund 588 DIAL-A-RIDE FUND	12,247.81	
			Fund 633 PUBLIC SERVICES INV. FUND	955.74	
			Fund 640 REVOLVING MOBILE EQUIP. FUND	10,319.54	
			Fund 699 DPS LEAVE AND BENEFITS FUND	133.74	
			Total For All Funds:	<u>116,169.59</u>	

ZBA minutes, 9/17/2013
97 N. Broad St. Hillsdale, MI 49242

Meeting Called to order 5:15

Members Present: Laura Smith, Tim Auseon, Ruth Brown, Adam Stockford, Aimee England, Darrin Sheffer, John Debacker

Others Present: Kyle Smith (Staff), Linda Brown (City Manager), Mary Wolfram (Councilperson), Pastor Everett Henes and congregation.

Staff Report

Kyle Smith presented a staff report on Sec. 36-292 HMC, which lists principal permitted uses in the B-3 Zoning District. B3 includes most properties between Howell St. and Jonesville along M-99. This district permits all uses "of a similar nature" to the explicitly listed uses, under sec. 14. The question before the ZBA is whether a church is similar to the listed uses. To prevent discrimination based on religious use of land, Federal law (USC 46 2000), RLUIPA, requires that churches be treated on "at least equal terms" as secular organizations of a similar nature, and that the government show a compelling interest in enacting a regulation obstructing a church function, and show that the regulation is the least restrictive means possible of securing that government interest. In summation, the religious nature of a church cannot be the sole cause of its allowance or regulation within land use regulations.

Public Comment

Pastor Everett Henes of Orthodox Presbyterian Church remarked that his church had been denied zoning permission in a structure principally permitted to be used as a bar, club, lodge, or restaurant. The site was eventually approved as a brewery (A restaurant is a principal permitted use in the B3 district). He expressed concern that his church was treated differently than places of public assembly because he was denied while others were permitted. He also explained that his Church had found another location in the B3 in which they would like to locate their church. They are happy that they have found this location and would like to have it permitted.

Board Discussion

Board discussed what considerations are valid in interpreting the ordinance. Chairman Darin Sheffer said the only relevant consideration is whether or not a church is of a similar use to other functions in the district. John Debacker wanted to know of the city could "do anything" to prevent an obscure religion from opening a location in Hillsdale, which Linda Brown dislodged as an illegitimate consideration based upon freedom of religion protections. Adam Stockford asked why churches were excluded from the B3 in the original ordinance. Kyle Smith answered that there are two possibilities: either the list was not designed to be exhaustive, and churches were meant to be included in under subsection 14, or the ordinance was created for commerce only and RLUIPA was not considered because it was not enacted by Congress at the time of the ordinance's creation.



CITY OF HILLSDALE

Planning Commission
97 North Broad Street
Hillsdale, Michigan 49242-1695
(517) 437-6456 Fax: (517) 437-6450

PLANNING COMMISSION MINUTES **REGULAR MEETING** **CITY HALL, 97 N. BROAD ST. 2ND FLOOR** **September 16, 2014 at 5:30 PM**

I. Call to Order 5:38 pm

- A. Pledge of Allegiance
- B. Members present: Laura Smith, Amber Yoder, Scott Sessions, Steve Vear,
- C. Others present: Alan Beeker (Staff), Mary Wolfram (EDC), David and Marian Griffiths, Keith Richards (DPS), Matt Taylor, Todd Clow, Travis Berlin
- D. Members absent: Kerry Laycock (excused) Bonnie Kyser-Lavelle (excused)

II. Consent Items/Communications

- A. Ms. Yoder moved to accept the minutes from the August regular meeting and the September Workshop, Mayor Sessions seconded. Motion passed.
- B. Mr. Vear moved to accept the agenda as presented, Ms. Yoder seconded, motion passed.

III. Public Comment

Members of the public voiced concern that the appearance of the new tennis courts will be too industrial in nature and expressed hope that the College will work to soften that appearance with landscaping.

IV. Old Business

- A. **Hillsdale College Tennis Courts** – The approval was postponed at the previous meeting. Mr. Pewe could not be here due to an unavailable scheduling conflict. The project meets all of the zoning ordinance requirements. Mr. Vear moved to approve the project, Ms. Yoder seconded. No discussion. Roll call vote. 4 ayes, 0 nays, motion passed. Mr. Beeker will issue the zoning compliance permit. Mr. Richard was concerned that the staff comments were ignored, Chair Smith noted that the staff recommendations were considered and she was confident that the College would handle the curb and sidewalk according to the desired best practice.
- B. **Redevelopment Ready Communities Program** – Mr. Beeker and Ms. Wolfram updated the PC on the next phase of the RRC evaluation.
- C. **Master Plan Charrette** – Schedule – Several ideas were vetted regarding the charrette.

- a. Post a questionnaire on the city website
- b. Write a PSA for the radio.
- c. A questionnaire was created at the time that the PC first began the amendment process. Mr. Beeker will try to locate that questionnaire for the PC to revise.
- d. Post on the BPU, Brian Watkins, and Vanishing Hillsdale facebook pages.
- e. Create a Survey Monkey.
- f. Involve 8th grade and high school age students.
- g. November 11 and 13 in the Library.
- h. Speak to Glen Pape of the MSUE for insights and a possible facilitator.

V. New Business

- A. **R2PC Update** - Mr. Beeker updated the PC regarding the September full commission meeting.

VI. Zoning Ordinance

- A. **Expansion of multiple tenant housing definition in O-1, B-1, B-2, B-3** - Reviewed the ordinances. Mr. Vear made the motion to make the changes as corrected by the Commission and submit to the city attorney for approval, Mayor Sessions seconded, no discussion, roll call vote, motion passed 4-0. Mr. Vear made a second motion stating that with approval from the city attorney of the proposed amendments, in time to be advertised, a public hearing would be held at the October regular meeting, Mayor Sessions seconded, motion passed.
- B. **RD-1 Sub-Committee goals and guidelines** – The Commission suggested the creation of an overlay district to take the place of the RD-1 districts north of the St. Joe River. The remaining RD-1 districts could possibly rezoned as R-4, a new residential district that takes into account the smaller lots and narrower setbacks.

VII. Public Comment

The public approved of the direction of the discussion regarding the RD-1.

- VIII. Adjournment at 7:17 pm** – Ms. Yoder moved to adjourn, Mayor Sessions seconded, motion passed. Meeting adjourned.

Next regular meeting to be October 21, 2014 at 5:30 pm

CITY COUNCIL MINUTES

City of Hillsdale
Regular Meeting

Call to Order and Pledge of Allegiance

Mayor Scott Sessions opened the meeting with the pledge of allegiance.

Roll Call

Mayor Scott Sessions called the meeting to order with the following Council members present: Council members Adam Stockford and Brian Watkins representing Ward One; Councilmember Sally Kinney representing Ward Two; Council members Emily Stack-Davis and Bruce Sharp representing Ward Three; and Council members Mary Beth Bail and Patrick Flannery representing Ward Four.

Also present were City Attorney Lewis Loren, Acting City Manager Doug Terry, Deputy Clerk Michelle Loren, Kay Freese (HR), Bonnie Tew (Finance), Keith Richard (DPS), Rick Rose (BPU), Nate Rusk (BPU), Ruth Brown, Ted Jansen, Alan & Julie Becker, Jeff King, Jeff Bucchop, Bob Prochko, Mark Wiley, Kenneth and Shelley Downey, Russ Martin (WCSR), Natalie Patrick (Collegian).

Mayor Sessions recognized the passing of Aimee England on October 28, 2014.

Approval of Agenda

Acting City Manager Doug Terry requested Old Business Item B. Airport Manager Contract be removed from the agenda.

Motion by Councilperson Stockford, supported by Councilperson Watkins, to approve the November 3, 2014 Agenda as amended.

All ayes.

Motion carried.

Public Comment

Jeff King, newly appointed Airport Committee member, thanked Council for the creation of the Airport Committee and complimented them on the appointments made. Mr. King stated the first meeting would be held Saturday, November 15, 2014 at 11:00 a.m. at the Hillsdale Municipal Airport.

Bob Prochko expressed his support of the BPU Dark Fiber project.

Consent Agenda

- A. Approval of Bills from October 23, 2014; Claims of \$410,044.22; Payroll of \$81,193.48.
- B. Committee Reports:
 1. Shade Tree Minutes of August 6, 2014
 2. EDC Minutes of August 21, 2014
 3. BPU Minutes of September 9, 2014
 4. EDC Minutes of September 4, 2014
 5. EDC Minutes of September 30, 2014
 6. Public Safety Minutes of October 27, 2014
- C. Council Minutes of October 20, 2014

Motion by Councilperson Watkins, supported by Councilperson Stack-Davis, to approve the Consent Agenda as presented. Roll call: Councilpersons Stack Davis – yes; Flannery – yes; Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Mayor Sessions – yes; Bail – yes.

Approved 8-0.

Motion carried.

Communications and Petitions

None

Introduction and Adoption of Ordinances/Public Hearings

None

Unfinished Business

- A. Local Streets Maintenance:
None
- B. Code Enforcement.
None
- C. Clerk & Treasurer
None

Old Business

- A. BPU Fiber Construction. Board of Public Utilities Director Rick Rose presented Council with the Dark Fiber Construction Contract as it applies to the Merit Partnership and subsequent expansion of fiber connections to the community.

Councilperson Flannery expressed his concern with several aspects of the contract.

Acting City Manager Doug Terry stated he would meet with BPU's legal counsel to discuss these points and bring the contract before Council at a later date.

Motion by Councilperson Flanner, supported by Councilperson Stockford, to request City Manager Terry to meet with BPU counsel and present the contract at a later date.

All Ayes.

Motion carried.

New Business

- A. Resolution to Revoke IFT Certificate #2005-386, Foamade Industries

Motion by Councilperson Kinney, supported by Councilperson Watkins, to adopt Resolution #3200 and revoke IFT Certificate #2005-386, Foamade Industries. Roll call – Councilpersons Kinney – yes; Sharp – yes; Stockford – yes; Watkins – yes; Mayor Sessions – yes; Councilpersons Bail – yes; Stack-Davis – yes; Flannery – yes.

Approved 8-0.

Motion carried.

- B. City Manager's Directive – Appointment of Chief of Police and Fire Chief.

Acting City Manager Doug Terry presented City Manager Directive #14-01 to Council appointing Sgt. Scott Hephner Chief of Police and Deputy Fire Chief Kevin Pauken as Fire Chief.

Motion by Councilperson Kinney, supported by Councilperson Stockford, to adopt City Manager Directive #14-01 appointing Sgt. Scott Hephner Chief of Police and Deputy Fire Chief Kevin Pauken as Fire Chief.

Approved 8-0.

Motion carried.

Miscellaneous

- A. Appointments:

Reappointment: Laura Smith to Planning Commission for a three year term ending November, 2014

Appointments: Adam Stockford for a three year term ending November, 2014

Motion by Councilperson Watkins, supported by Councilperson Sharp, to approve the reappointment of Laura Smith to Planning Commission and the appointment of Adam Stockford to ZBA.

All Ayes.

Approved.

General Public Comment

Kenneth and Shelley Downey of 28 W. Hallett St, addressed Council regarding the burning ordinance in the City; specifically recreational burning.

County Commissioner Mark Wiley introduced himself to Council and welcomed the opportunity to work together in the future.

Jeff Bucchop, Airport Advisory Committee, commented on airport fuel charges.

Adjournment

Motion by Councilperson Stockford, supported by Councilperson Kinney, to adjourn.

All ayes.

Meeting adjourned.

7:57 p.m.

Scott M. Sessions, Mayor

Michelle Loren, Deputy City Clerk

RESOLUTION _____

A RESOLUTION TO DIRECT CITY MANAGER AND STAFF TO ASSEMBLE THOSE NECESSARY ENGINEERS, ATTORNEYS, FINANCIAL ADVISORS AND ANY OTHER CONSULANTS ALONG WITH CITY OF HILLSDALE STAFF TO PURSUE STREET, ROAD AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, the City of Hillsdale is responsible for the maintenance and repair of approximately sixty (60) miles of roads and streets within the City of Hillsdale and

WHEREAS, the City of Hillsdale has recognized the deterioration of many streets and roads within the City of Hillsdale and

WHEREAS, supporting infrastructure in selected areas of the City of Hillsdale exist within the public right of way within the City of Hillsdale and

WHEREAS, a capital improvement plan has been developed identifying the severity of deterioration of roads, streets and infrastructure and

WHEREAS, the Hillsdale City Council has received numerous concerns from its citizenry with regard to the above mentioned condition of the City of Hillsdale streets, roads and infrastructure.

NOW, THEREFORE BE IT RESOLVED that the Hillsdale City Council directs it's Acting City Manager Douglas K. Terry to assemble those necessary experts to assist in developing plans and specifications for the repair, renovation and construction of identified streets, roads and infrastructure which have deteriorated beyond its ability to adequately serve the citizens of Hillsdale.

BE IT FURTHER RESOLVED that it is the desire of the Hillsdale City Council in order to pursue any necessary purposed repair, renovation and construction that serious effort will be made to conduct public hearings and town hall meetings to adequately address any public concerns and to provide the citizens of Hillsdale the opportunity to give opinion, seek information, and voice concern over any purposed renovations including but not limited to project cost.

THIS RESOLUTION PRESENTED TO THE HILLSDALE CITY COUNCIL THIS DATE MONDAY, NOVEMBER 17, 2014 FOR ADOPTION.

ATTEST:

Michelle Loren, Deputy Clerk

Scott Sessions, Mayor

City of Hillsdale

Agenda Item Summary

Meeting Date: November 17, 2014

Agenda Item: Unfinished Business

SUBJECT: October 2014 Code Enforcement Report (attached)
Update on 55 South Broad Street

BACKGROUND PROVIDED BY STAFF: Alan Beeker & Kimberly Thomas

As of November 10, 2014, the property at 55 S. Broad is still not officially listed for sale. Mr. Helton is still intending to clear items from the first floor and remove the ladder that currently allows access to the second floor in lieu of a stairway.

Gary Leininger, Hillsdale County Treasurer, gave verbal confirmation to the city manager that Ms. Enochs has made the agreed monthly payments toward her tax debt. The City has not been given information concerning the payment terms.

RECOMMENDATION:

Staff recommends that Council provide a firm deadline for the property to be actively listed for sale and a firm deadline for the delinquent taxes to be paid. If either of those deadlines are missed, or if code enforcement finds violations for failure to clear snow from the sidewalks or similar minimal maintenance requirements, then the order to demolish should be reinstated and code enforcement authorized to proceed with court action to compel the owner to bring the property into compliance.

Enforcement List by Address

11/10/14

6 E BACON ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0376	OBSERVED VIOLATION	8/27/14 - PEELING PAINT, IMPROPER FLASHING AT PORCH ROOF, NO PAINT REMAINING. 10/1/14 MERGED WITH PRIOR OPEN ENFORCEMENT E2013-0061	08/27/14	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

76 W BACON ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0552	Vacant Structure		08/22/11	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

39 BARRY ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0422	REAL ESTATE TRANSFER		08/07/12	CLOSED/ NEW OPENED	10/07/14

Total Enforcements: 1

64 BARRY ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2010-0730	Vacant Structure		12/15/10	CLOSED/ NEW OPENED	10/01/14
E2011-0659	REAL ESTATE TRANSFER		12/06/11	CLOSED/ NEW OPENED	10/07/14

Total Enforcements: 2

63 S BROAD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0253	Vacant Structure		06/06/12	Resolved-No Action	10/03/14

Enforcement List by Address

11/10/14

Total Enforcements: 1

156 S BROAD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0315	CITIZEN COMPLAINT	8/21/13 OBSERVED VIOLATION - FURNITURE ON PORCH, MATTRESS IN YARD 9/10/13 STILL IN VIOLATION 4/2/14 ADDITIONAL VIOLATIONS - SANITATION, GENERAL MAINTENANCE 5/20/14 ADDITIONAL VIOLATIONS - TALL GRASS & WEEDS. ISSUED CIC #1071 FOR FAILURE TO COMPLY WITH 4/22/14 NOTICE 5-30-14 OWNER ROX-ANN, WILL CLEAN UP EVERYTHING, MOW AND WILL KEEP UP THE LAWN. PROPERTY IS VACANT. NEW OWNER 8/5/14 - NO U&O ON FILE	08/21/13	CLOSED/ NEW OPENED	10/02/14

Total Enforcements: 1

22 BUDLONG ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0092	CITIZEN COMPLAINT	HOUSE IN DISREPAIR. 5/2/14 OBSERVED INDOOR FURNITURE ON PORCH, ACCUMULATION OF SOLID WASTE IN EXTERIOR PROPERTY AREA. NO USE & OCCUPANCY ON FILE, NEW OWNER 9/28/12 (PURCHASED FROM MORTGAGE COMPANY, ASSUMED VACANT AT TIME OF SALE).	04/19/13	Resolved	10/21/14

Total Enforcements: 1

35 BUDLONG ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0202	CITIZEN COMPLAINT	Peeling exterior paint under city wide complaint system	05/20/13	Resolved	10/07/14

Total Enforcements: 1

Enforcement List by Address

11/10/14

40 BUDLONG ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0559	Vacant Structure		08/24/11	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

111 BUDLONG ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0444	ZONING VIOLATION	fence in place without zoning permit	09/06/12	Closed-time elapse	10/16/14

Total Enforcements: 1

120 BUDLONG ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0211	CITIZEN COMPLAINT	PEELING EXTERIOR PAINT UNDER CITY WIDE COMPLAINT SYSTEM 5-12-14 OWNER WILL SUBMIT EXTENSION 5-16-14 OWNER SUBMITTED EXTENSION TIL AUGUST 20, 2014	05/21/13	Resolved	10/07/14

Total Enforcements: 1

61 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0466	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/18/14 - NO USE & OCCUPANCY PERMIT ON FILE. CHANGE IN OCCUPANT-? 10-28-14 SAME OCCUPANT	10/14/14	Resolved-No Action	10/28/14

Total Enforcements: 1

17 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
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Enforcement List by Address

11/10/14

E2013-0029	USE AND OCCUPANCY		02/25/13	Closed-time elapse	10/06/14
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Total Enforcements: 1

17 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0635	Vacant Structure	Structure Vacant	10/20/11	Resolved-No Action	10/06/14

Total Enforcements: 1

227 W CARLETON RD 239

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0506	USE AND OCCUPANCY	new business without U & O	07/24/09	CLOSED/ NEW OPENED	10/30/14

Total Enforcements: 1

16 Cherry Tree Lane

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0468	CITIZEN COMPLAINT	bug infestation, lice/parasite	10/01/12	Closed-time elapse	10/01/14

Total Enforcements: 1

6 W COLLEGE ST A & B

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0459	CITIZEN COMPLAINT	furniture at fence	10/10/12	Resolved	10/08/14

Total Enforcements: 1

97 DICKERSON ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0016	CITIZEN COMPLAINT	trash can stored at curb	02/06/13	Closed-time elapse	10/06/14

Enforcement List by Address

11/10/14

Total Enforcements: 1

12 ELM ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0133	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED (ISSUED 2005) - PROPERTY TRANSFERRED 4/12/2013 OWNER CALLED ADVISED SHE HAD ONE DONE IN APRIL - SHE IS BRINGING IN COPY OF THE INSPECTION 10/1/14 NEW OWNER, DEADLINE FOR TEMP C OF O EXPIRED - THIS ENFORCEMENT CLOSED, NEW OPENED.	03/24/14	CLOSED/ NEW OPENED	10/20/14

Total Enforcements: 1

92 E FAYETTE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0291	Vacant Structure	VACANT? U&O ISSUED 2012, NO COMPLAINTS. NO ACTION.	06/25/12	Resolved-No Action	10/03/14

Total Enforcements: 1

13 FRISBIE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0312	USE AND OCCUPANCY EXPIRED		07/15/14	Resolved	10/13/14

Total Enforcements: 1

26 GARDEN ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0593	REAL ESTATE TRANSFER		09/11/09	CLOSED/ NEW OPENED	10/01/14
E2011-0616	Vacant Structure		10/07/11	Resolved-No Action	10/10/14

Total Enforcements: 2

Enforcement List by Address

11/10/14

54 GOODRICH AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0532	Vacant Structure	NEW OWNER 7/3/2010 ADRIAN B. ALDRICH, CLAIMING PRE	07/30/09	Resolved	10/01/14

Total Enforcements: 1

3 GREENWOOD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0222	Vacant Structure	house may not be secured	05/16/12	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

53 GREENWOOD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0503	REAL ESTATE TRANSFER		12/05/12	Resolved	10/29/14

Total Enforcements: 1

39 GRISWOLD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0068	Vacant Structure		02/27/12	Resolved-No Action	10/17/14

Total Enforcements: 1

70 E HALLETT ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0518	REAL ESTATE TRANSFER		07/29/09	CLOSED/ NEW OPENED	10/01/14
E2011-0561	Vacant Structure		08/24/11	Resolved-No Action	10/17/14

Total Enforcements: 2

Enforcement List by Address

11/10/14

88 HILLSDALE ST UNIT #1

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0489	USE AND OCCUPANCY EXPIRED	ACCESS NOT ALLOWED DURING CITY MANDATED INSPECTION.	11/27/12	CLOSED/ NEW OPENED	10/03/14

Total Enforcements: 1

172 HILLSDALE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0084	YARD PARKING	cars may be parked in grass, rather than gravel area	04/18/13	Closed-time elapse	10/20/14

Total Enforcements: 1

53 HOWDER ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0067	CITIZEN COMPLAINT	chair at curb on River St	03/28/13	Resolved	10/10/14

Total Enforcements: 1

34 N HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0094	SIGN VIOLATION	sign without permit	04/19/13	Resolved	10/21/14

Total Enforcements: 1

31 S HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0054	Vacant Structure		01/14/11	Resolved-No Action	10/01/14

Total Enforcements: 1

Enforcement List by Address

11/10/14

99 S HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0291	CITIZEN COMPLAINT	Peeling exterior paint under city wide complaint system	07/17/13		10/02/14

Total Enforcements: 1

125 S HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0347	Vacant Structure		07/13/12	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

209 S HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0605	REAL ESTATE TRANSFER		09/16/11	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

24 LAKEVIEW CT

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0002	REAL ESTATE TRANSFER		01/02/13	Resolved	10/22/14

Total Enforcements: 1

17 LUDLAM ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0432	CITIZEN COMPLAINT		12/02/13	Resolved	10/17/14

AND STUFF OUTSIDE OF HOME WHICH HAS BEEN THERE FOR SOME TIME. NO ONE IS CURRENTLY LIVING THERE AS HOME OWNER HAS BEEN IN HOSPITAL.

CITY INSPECTION 12/3/2013 - NO EVIDENCE OF ANIMALS INSIDE. EXTENSIVE LITTERING IN YARD. APPEARS TO HAVE BEEN ABANDONED. EXTERIOR INSPECTION ONLY. OWNER LEFT MSG THAT HOUSE IS CONDEMNED AND CAN'T CLEAN ANYTHING UP IN YARD RIGHT NOW DUE TO SNOW.

2/7/14 COUNTY INSPECTION - ORDER OF UNSAFE STRUCTURE. REQUIRED CONTACT WITH COUNTY INSPECTION DEPARTMENT BY FEBRUARY 21, 2014 WITH TIMELINE FOR DEMOLITION. DEMOLITION TO BE COMPLETED NO LATER THAN MARCH 28, 2014.

4/30/2014 NO RESPONSE PER COUNTY INSPECTION DEPARTMENT.

5/13/2014 NO CHANGE IN CONDITION. EVIDENCE OF WORK BY OWNER TO REMOVE FLOWERS BUT NO APPARENT EFFORT TO CORRECT VIOLATIONS. STRONG ODOR OF FECES AND/OR DECAY FROM HOUSE. APPEARS TO BE BAGS OF GARBAGE INSIDE.

5-14-14 RECOMMENDATION SUBMITTED TO HAVE DECLARED A PUBLIC NUISANCE BY COUNCIL AT 5-19-14 MEETING

5/14/2014 PHONE CALL RECEIVED BY CITY MANAGER, FORWARDED TO CODE ENFORCEMENT WITH ADDITIONAL COMPLAINTS FROM NEIGHBOR - STRONG ODOR. GARBAGE BLOWING AROUND NEIGHBORHOOD. INFESTATION OF RODENTS. OWNER HAS BEEN DIGGING UP FLOWERS, BUT IS MAKING NO EFFORT TO CLEAN UP THE PROPERTY. CIC #1069 ISSUED, MAILED 5/15/14.

5/19/14 MRS. NORTHRUP CALLED TO PROTEST CITATION. ADVISED HER TO CONTACT COURT, REQUEST INFORMAL HEARING. CLAIMS ALL SANITATION VIOLATIONS CAUSED BY DAUGHTERS WHEN SHE WAS IN THE HOSPITAL BETWEEN OCTOBER 9, 2013 AND JANUARY 9, 2014. ADVISED HER TO MAKE WRITTEN STATEMENT WITH THEIR NAMES. ALSO CLAIMS PROPERTY IS ONLY IN MICHAEL'S NAME, BUT DEED DATED 4/13/2001 IS TO BOTH. IS TRYING TO SHORT SELL TO NEIGHBOR WHO PLANS TO DEMOLISH STRUCTURE.

5/19/14 DECLARED PUBLIC NUISANCE BY

Enforcement List by Address

11/10/14

COUNCIL RESOLUTION. SANITATION TO BE CORRECTED WITHIN 48 HOURS. DEMOLITION PERMITS TO BE OBTAINED AND WORK BEGUN WITHIN 30 DAYS, TO BE COMPLETED WITHIN 60 DAYS OR WITHIN A REASONABLE TIME AS DETERMINED BY BUILDING INSPECTOR

5/20/14 POSTED PROPERTY WITH COUNCIL RESOLUTION. A FEW ITEMS HAD BEEN MOVED AROUND BUT NO CHANGE IN OVERALL CONDITION.

5/21/14 MORTGAGE COMPANY HAS PUT OUT FOR BIDS TO ABATE VIOLATIONS.

REQUESTING EXTENSION UNTIL JULY 1, 2014. GIVEN SHORT EXTENSION, BUT NOT UNTIL JULY 1.

5/27/14 SOME ITEMS MOVED AROUND, BUT NOT SIGNIFICANT PROGRESS

6/5/14 COMPLAINT RECIEVED BY POLICE REGARDING STRONG ODOR, INCREASED RODENT POPULATION, TALL WEEDS AND GRASS, ETC.

6/6/14 CODE OFFICIAL CONTRACTED K A HODGE TO DO CLEANUP WORK TO BE COMPLETED OVER THE WEEKEND

6/9/14 8:00 A.M. EXTERIOR ALMOST COMPLETE. INTERIOR NOT VERIFIED. STILL STRONG ODOR, BUT THE TRAILER FULL OF GARBAGE HAS NOT BEEN REMOVED YET SO THAT MAY BE SOURCE.

6/10/14 PER KEN HODGE ALL SOLID WASTE REMOVED INSIDE AND OUT

10/17/14 HOUSE COMPLETELY DEMOLISHED AND NEW HOUSE STARTED

E2014-0470	ZONING VIOLATION	FOOTERS DUG FOR NEW HOUSE PRIOR TO APPLICATION FOR ZONING PERMIT 10/28/14 PERMIT APPLICATION HAD BEEN RECEIVED BUT NOT PROCESSED AS OF DATE OF COMPLAINT. RESOLVED PENDING PAYMENT FOR PERMIT.	10/15/14	Resolved-No Action	10/28/14
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Total Enforcements: 2

106 LUMBARD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0443	USE AND OCCUPANCY EXPIRED	OWNER OCCUPIED - HAD INSPECTION WHEN PURCHASED	10/02/14	Resolved-No Action	10/06/14
E2014-0459	YARD PARKING		10/07/14	Resolved-No Action	10/14/14

Enforcement List by Address

11/10/14

RESIDENT OF PARKING IN YARD - POSSIBLY
AUTO SERVICE AS MAKES & MODELS CHANGE
FREQUENTLY, NUMBER RANGES FROM 4 TO 7.

PD SPOKE WITH OWNER - HAS 3 CHILDREN
PLUS 2 ADULTS ALL DRIVING AGE ALL WITH
THEIR OWN CARS. NO AUTO REPAIR OTHER
THAN PERSONAL MAINTENANCE.

Total Enforcements: 2

106 LUMBARD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0592	VACANT STRUCTURE UNMAINTA	VACANT STRUCTURE (FORECLOSURE) PURCHASED BY SCHWARTZ 3/2011 LAND CONTRACT TO KINGSLEY 7/2011	09/09/09	Resolved	10/01/14

Total Enforcements: 1

78 W LYNWOOD BLVD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0328	USE AND OCCUPANCY EXPIRED		08/04/14	Resolved	10/24/14

Total Enforcements: 1

135 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0434	USE AND OCCUPANCY EXPIRED		12/03/13	Resolved	10/28/14

Enforcement List by Address

11/10/14

(PROPERTY TRANSFERRED);

PER SHEILA BUTLER, THIS PROPERTY IS IN THE PROCESS OF BEING ACQUIRED BY THE COLLEGE AND IS EXPECTED TO REMAIN VACANT.

2-20-14 PER SHEILA FROM HILLSDALE COLLEGE - THIS PROPERTY WAS RECENTLY TRANSFERRED TO THE COLLEGE AND IS VACANT AND WILL REMAIN VACANT

10/27/14 COMPLETE DEMOLITION - PROPERTY GRADED & GRASS SEEDED

Total Enforcements: 1

148 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0035	USE AND OCCUPANCY EXPIRED	NO USE & OCCUPANCY PERMIT ON FILE DEED FROM SSR TO HILLSDALE COLLEGE 1/2/14 "OCCUPANT" MAIL RET VAC 2-20-14 PER SHEILA FROM HILLSDALE COLLEGE - THIS PROPERTY WAS RECENTLY TRANSFERRED TO THE COLLEGE AND IS VACANT AND WILL REMAIN VACANT 10/27/14 COMPLETE DEMOLITION - PROPERTY GRADED & GRASS SEEDED	02/04/14	Resolved	10/28/14

Total Enforcements: 1

219 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0036	USE AND OCCUPANCY EXPIRED	PROPERTY TRANSFER - NO USE & OCCUPANCY PERMIT ON FILE	02/07/14	Resolved	10/14/14

Total Enforcements: 1

227 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
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Enforcement List by Address

11/10/14

E2014-0410	USE AND OCCUPANCY EXPIRED	EXPIRED U & O 9-15-14 5 BEDROOMS AND 2 BATHS 9-15-14 OWNER CALLED AND ADVISED SHE WILL BE OUT OF TOWN AND SHE WILL CALL BACK WHEN SHE GETS BACK AND TO HAVE IT SCHEDULED.	09/10/14	Resolved-No Action	10/23/14
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Total Enforcements: 1

125 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0011	Vacant Structure		01/16/12	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

161 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0392	YARD PARKING		07/03/12	REFERRED TO POLICE	10/01/14

Total Enforcements: 1

211 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0260	CITIZEN COMPLAINT	ANT AND WATER DAMAGE IN WALLS OF KITCHEN, AND OTHER AREAS	06/11/12	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

223 N MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0237	CITIZEN COMPLAINT	PEELING EXTERIOR PAINT UNDER CITY WIDE COMPLAINT SYSTEM 10/27/14 - BUILDING HAS BEEN RAZED.	05/22/13	Resolved	10/27/14

Total Enforcements: 1

Enforcement List by Address

11/10/14

87 S MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0537	Vacant Structure		07/30/09	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

138 S MANNING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0443	Garbage/Solid Waste	TRASH ACCUMULATION WITHIN GARAGE, POSSIBLE SOURCE OF RODENT INFESTATION.	09/05/12	Resolved	10/07/14

9/5/12 SENT LETTER WITH DEADLINE OF
9/25/12 TO SCHEDULE INSPECTION
11/19/12 INSPECTED, ACCUMULATION OF
SOLID WASTE VISIBLE. SENT LETTER WITH
DEADLINE OF 12/9/12
9/13/13 SHERIFF'S SALE (FORECLOSURE)
10/13/13 AFFIDAVIT OF ABANDONMENT
FILED. NOW OWNED BY FEDERAL HOME
LOAN MORTGAGE CORP.
4/17/14 WORK IN PROGRESS TO REMOVE
SOLID WASTE FROM GARAGE AND
RESIDENCE.
4/30/14 NEW OWNER
5/15/14 PROGRESS - SEE PICTURES.
5-28-14 OWNER STOPPED IN AND SUBMITTED A
TIMELINE (SEE FILE). HE IS WORKING ON IT
AND ASKED FOR AN EXTENSION UNTIL
AUGUST 27TH.
7/11/14 PER COUNTY INSPECTION THE
STRUCTURE HAS BEEN GUTTED AND THE
OWNER IS DOING TRADE WORK THAT WILL
REQUIRE PERMITS. M TAYLOR WILL ISSUE A
STOP WORK ORDER.
8-28-14 OWNER LEFT MSG NEEDS ANOTHER
MONTH EXTENSION - SENT REQUEST FORM
TO HIM.
9-5-14 SUBMITTED EXTENSION REQUEST
UNTIL 9-30-14
9-30-14 OWNER CALLED AND SHOULD HAVE
DONE WITHIN 1-2 WEEKS

Total Enforcements: 1

Enforcement List by Address

11/10/14

6 N NORWOOD AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0370	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - LAST INSPECTION 09-06-2006. NOT OWNER OCCUPIED.	08/27/14	Resolved	10/03/14

Total Enforcements: 1

77 N NORWOOD AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0468	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY EXPIRED (2004 PERMIT) - NOT OWNER OCCUPIED	10/14/14	Resolved-No Action	10/17/14

Total Enforcements: 1

94 N NORWOOD AVE A & B

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0434	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - RESIDENTIAL DUPLEX LAST INSPECTED AUGUST 2012	09/29/14	Resolved-No Action	10/23/14

Total Enforcements: 1

163 OAK ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0407	USE AND OCCUPANCY EXPIRED	9-15-14 OWNER CALLED AND ADVISED HE IS WORKING ON IT AND WILL SEND IN APP AND FEE.	09/10/14	Resolved	10/20/14

Total Enforcements: 1

188 OAK ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0363	USE AND OCCUPANCY EXPIRED	U&O EXPIRED	08/21/14	Resolved	10/06/14

Enforcement List by Address

11/10/14

Total Enforcements: 1

194 OAK ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0362	USE AND OCCUPANCY EXPIRED	NEW OWNER, NO U&O ON FILE	08/21/14	Resolved	10/22/14

Total Enforcements: 1

12 RIVER ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0373	USE AND OCCUPANCY EXPIRED		08/27/14	Resolved	10/20/14

Total Enforcements: 1

101 RIVERDALE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0310	USE AND OCCUPANCY EXPIRED		07/15/14	Resolved	10/08/14

Total Enforcements: 1

61 SALEM ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0269	Garbage/Solid Waste	EXCESSIVE MATERIALS STORED IN BACK YARD, DRIVEWAY, FRONT AREAS. VEHICLES IN DRIVEWAY WITHOUT CURRENT LICENSES, SOME WITH MATERIALS STORED INSIDE 5/2/2014 TRUCK IN DRIVEWAY FILLED WITH GARBAGE AND APPEARS UNLICENCED AND UNDRIVEABLE. APPEARS TO BE A DERELICT VEHICLE IN BACK YARD. APPEARS THAT GARBAGE FROM FRONT YARD MOVED TO BACK YARD.	04/04/11	Resolved	10/01/14

Total Enforcements: 1

Enforcement List by Address

11/10/14

105 E SHARP ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0446	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - NOT OWNER OCCUPIED	10/02/14	Resolved-No Action	10/06/14

Total Enforcements: 1

80 E SOUTH ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2013-0128	USE AND OCCUPANCY EXPIRED	EXPIRED USE & OCCUPANCY (TENANCY TRANSFER) ADDITIONAL COMPLAINTS - RUBBISH AND DEBRIS (RESOLVED) OCTOBER - 2 SEPARATE COMPLAINTS RECEIVED FOR EXTERIOR PROPERTY CONDITION (SANITATION ISSUES) 12-31-13 "OCCUPANT" MAIL RETURNED VACANT 1-17-14 OWNER CONTACTED OFFICE - CONFIRMED THAT PROPERTY IS VACANT AND HE HAS ABANDONED. WAITING ON BANK TO FILE PAPERWORK TO EXPEDITE POSSESSION. ADVISED HIM THAT HE WOULD STILL BE HELD RESPONSIBLE FOR EXTERIOR PROPERTY MAINTENANCE VIOLATIONS, SIDEWALK CLEARING, ETC... UNTIL BANK FILES AFFIDAVIT OF ABANDONMENT OR REDEMPTION PERIOD FROM SHERIFF'S DEED EXPIRES. NOW VACANT STRUCTURE, UNMAINTAINED (FORECLOSURED) 4/24/14 POSTED NOTICE OF OUTSTANDING VIOLATIONS 9/12/14 NEW OWNER - NEW ENFORCEMENT OPENED	05/09/13	CLOSED/ NEW OPENED	10/02/14

Total Enforcements: 1

190 SPRING ST

Enforcement List by Address

11/10/14

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0423	ZONING VIOLATION	9/16/14 - RV CAMPER BEING USED AS PERMANENT DWELLING. VIOLATES SEC. 36-5	09/17/14	Resolved-No Action	10/06/14

Total Enforcements: 1

154 W ST JOE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0187	Vacant Structure		05/10/12	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

111 STONY RIDGE CT

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0351	USE AND OCCUPANCY EXPIRED	8/27/14 DEED PROCESSED, CLAIMING 100% PRINCIPAL RESIDENCE EXEMPTION - NO INSPECTION SCHEDULED	08/12/14	Resolved	10/16/14

Total Enforcements: 1

70 SUPERIOR ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0365	ZONING VIOLATION	ADULT FOSTER CARE OPERATED IN A RESIDENTIAL DISTRICT (BUILT AS SINGLE FAMILY) ALSO - NO USE & OCCUPANCY PERMIT ON FILE (PURCHASED BY CURRENT OWNER IN 2009 - CLAIMING 100% PRINCIPAL RESIDENCE EXEMPTION)	08/22/14	Resolved	10/07/14

Total Enforcements: 1

29 VINE ST

Enforcement List by Address

11/10/14

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0462	USE AND OCCUPANCY EXPIRED	DUPLEX? LAST INSPECTION 2008. NO LONGER DUPLEX	10/10/14	Resolved	10/20/14

Total Enforcements: 1

29 VINE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0399	Garbage/Solid Waste		07/20/12	Resolved	10/10/14

Total Enforcements: 1

280 WATERWORKS DR

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E09-0549	Vacant Structure		07/30/09	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

181 N WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0411	USE AND OCCUPANCY EXPIRED	EXPIRED U & O	09/10/14	Resolved	10/16/14

Total Enforcements: 1

97 S WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0418	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED. NO LONGER OWNER OCCUPIED AS OF 9/12/2014.	09/15/14	Resolved	10/02/14

Total Enforcements: 1

177 N WEST ST

Enforcement List by Address

11/10/14

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2011-0340	Vacant Structure		05/24/11	CLOSED/ NEW OPENED	10/01/14

Total Enforcements: 1

239 N WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0265	Vacant Structure	DEMO 2014	06/13/12	Resolved-No Action	10/01/14

Total Enforcements: 1

20 S WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0066	SIGN VIOLATION	sign in Right of Way	02/21/12	Closed-time elapse	10/30/14

Total Enforcements: 1

125 S WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2012-0481	Vacant Structure		11/07/12	Closed-time elapse	10/20/14

Total Enforcements: 1

Records: 79

Population: All Records

Enforcement.DateClosed in <Previous month>

[10/01/14 - 10/31/14]

Enforcement List by Address

11/10/14

228 E BACON ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0445	USE AND OCCUPANCY EXPIRED	NOT OWNER OCCUPIED? 2014 ASSESSMENT NOTICE & SUMMER TAX BILL RETURNED UTF	10/02/14	OPEN	

Total Enforcements: 1

64 BARRY ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0458	USE AND OCCUPANCY EXPIRED	2011 PERMIT NEVER APPROVED. UNABLE TO CONFIRM IF VACANT 10/7/14.	10/07/14	VACANT	

Total Enforcements: 1

98 N BROAD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0476	USE AND OCCUPANCY EXPIRED	NO USE & OCCUPANCY ON FILE (NEW OWNER 2011). 2006 CERTIFICATE OF OCCUPANCY DOES NOT SHOW IT WAS EVER APPROVED. ALSO USING AS RESIDENCE?	10/21/14	OPEN	

Total Enforcements: 1

82 S BROAD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0474	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/25/14 - CLAIMING PRE. NO U&O ON FILE.	10/20/14	OPEN	

Total Enforcements: 1

156 S BROAD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0449	USE AND OCCUPANCY EXPIRED	U&O EXPIRED - NEW OWNER	10/02/14	OPEN	

Enforcement List by Address

11/10/14

Total Enforcements: 1

175 E CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0444	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - RESIDENTIAL SINGLE FAMILY	10/02/14	OPEN	

Total Enforcements: 1

61 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0466	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/18/14 - NO USE & OCCUPANCY PERMIT ON FILE. CHANGE IN OCCUPANT?- 10-28-14 SAME OCCUPANT	10/14/14	Resolved-No Action	10/28/14

Total Enforcements: 1

227 W CARLETON RD 239

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0482	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

250 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0477	Garbage/Solid Waste	10-22-14 - RECIEVED COMPLAINT REGARDING OVERFLOWING DUMPSTERS BEHIND STORE	10/24/14	Resolved	11/07/14

Total Enforcements: 1

386 W CARLETON RD

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0437	SIGN VIOLATION		10/01/14	OPEN	

Enforcement List by Address

11/10/14

BUSINESS MOVED OUT 8 OR 9 MONTHS AGO.
PERSONAL PROPERTY SHOWS AT 386 W
CARLETON. PHONE BOOK SHOWS AT 8 W
CARLETON. CHECK BOTH FOR CURRENT
OCCUPANCY, OTHER SIGN MUST BE
REMOVED.

Total Enforcements: 1

19 CHARLES ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0448	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - NOT OWNER OCCUPIED 10-9-14 OWNER CALLED AND SAID WILL BE MAILING IN THE APP AND FEE - THEN SCHEDULE.	10/02/14	OPEN	

Total Enforcements: 1

44 CHARLES ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0486	USE AND OCCUPANCY EXPIRED	NEW OWNER 10/13/14 - NO U&O PERMIT ON FILE, NOT OWNER OCCUPIED	10/30/14	OPEN	

Total Enforcements: 1

6 W COLLEGE ST A & B

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0460	USE AND OCCUPANCY EXPIRED	DUPLEX UNIT - U&O EXPIRED (LAST ISSUED 2007)	10/08/14	Resolved	11/04/14

Total Enforcements: 1

12 ELM ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0475	USE AND OCCUPANCY EXPIRED		10/20/14	OPEN	

Enforcement List by Address

11/10/14

USING PROPERTY ADDRESS FOR MAILING.
APRIL 2014 PERMIT NEVER FINALED.

Total Enforcements: 1

108 FAIRVIEW AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0485	USE AND OCCUPANCY EXPIRED	NEW OWNER 10/7/14 CLAIMING PRE - NO USE & OCCUPANCY PERMIT ON FILE	10/30/14	OPEN	

Total Enforcements: 1

114 E FAYETTE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0481	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

56 GRISWOLD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0483	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

60 GRISWOLD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0479	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

143 GRISWOLD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0488	Garbage/Solid Waste		10/31/14	OPEN	

Enforcement List by Address

11/10/14

GARAGE, GARAGE IN DISREPAIR (DOORS OFF HINGES)

Total Enforcements: 1

88 HILLSDALE ST UNIT #2

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0450	USE AND OCCUPANCY EXPIRED	UNIT #2 NOT INSPECTED DURING 2012 U&O INSPECTION (NO ACCESS)	10/03/14	OPEN	

Total Enforcements: 1

92 HILLSDALE ST APT 1-4

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0439	USE AND OCCUPANCY EXPIRED	MULTI-TENANT RESIDENTIAL & OFFICE? 92 HILLSDALE STREET ADDRESS FOR OFFICE PLUS 4 APARTMENTS	10/01/14	OPEN	

Total Enforcements: 1

53 HOWDER ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0463	Garbage/Solid Waste	ACCUMULATION OF SOLID WASTE 10-24-14 OWNER CALLED AND ADVISED HE WOULD HAVE THE STUFF CLEANED UP BY MONDAY - ASK HE HAS THE WEEKEND OFF. HE WILL STOP IN ON MONDAY.	10/10/14	Resolved	11/05/14

Total Enforcements: 1

4 N HOWELL ST STE 220

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0451	USE AND OCCUPANCY EXPIRED	NEW COUNSELING OFFICE (MICKEL?) ON 2ND FLOOR ABOVE JILLY BEANS (ADDRESS?)	10/03/14	OPEN	

Enforcement List by Address

11/10/14

Total Enforcements: 1

209 S HOWELL ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0440	USE AND OCCUPANCY EXPIRED	NOT OWNER OCCUPIED. POSSIBLY 3 UNITS?	10/01/14	OPEN	

Total Enforcements: 1

17 LUDLAM ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0470	ZONING VIOLATION	FOOTERS DUG FOR NEW HOUSE PRIOR TO APPLICATION FOR ZONING PERMIT 10/28/14 PERMIT APPLICATION HAD BEEN RECEIVED BUT NOT PROCESSED AS OF DATE OF COMPLAINT. RESOLVED PENDING PAYMENT FOR PERMIT.	10/15/14	Resolved-No Action	10/28/14

Total Enforcements: 1

106 LUMBARD ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0443	USE AND OCCUPANCY EXPIRED	OWNER OCCUPIED - HAD INSPECTION WHEN PURCHASED	10/02/14	Resolved-No Action	10/06/14
E2014-0459	YARD PARKING	COMPLAINT FROM NEIGHBORHOOD RESIDENT OF PARKING IN YARD - POSSIBLY AUTO SERVICE AS MAKES & MODELS CHANGE FREQUENTLY, NUMBER RANGES FROM 4 TO 7. PD SPOKE WITH OWNER - HAS 3 CHILDREN PLUS 2 ADULTS ALL DRIVING AGE ALL WITH THEIR OWN CARS. NO AUTO REPAIR OTHER THAN PERSONAL MAINTENANCE.	10/07/14	Resolved-No Action	10/14/14

Total Enforcements: 2

68 N NORWOOD AVE

Date Closed

Enforcement List by Address

11/10/14

E2014-0487	ZONING VIOLATION	CONSTRUCTION WITHOUT PERMITS - DECK ON BACK OF HOUSE - APPEARS TO HAVE BEEN CONSTRUCTED SINCE APRIL 2010 AERIAL IMAGERY	10/31/14	OPEN	
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Total Enforcements: 1

77 N NORWOOD AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0468	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY EXPIRED (2004 PERMIT) - NOT OWNER OCCUPIED	10/14/14	Resolved-No Action	10/17/14

Total Enforcements: 1

14 S NORWOOD AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0456	USE AND OCCUPANCY EXPIRED	NO USE & OCCUPANCY PERMIT ON FILE, NOT OWNER OCCUPIED	10/06/14	OPEN	

Total Enforcements: 1

118 OAK ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0464	Garbage/Solid Waste	ACCUMULATION OF GARBAGE, MATTRESS ON PORCHES	10/10/14	OPEN	

Total Enforcements: 1

52 READING AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0471	USE AND OCCUPANCY EXPIRED	10/6/14 NEW OWNER, CLAIMING PRINCIPAL RESIDENCE EXEMPTION	10/15/14	OPEN	

Total Enforcements: 1

Enforcement List by Address

11/10/14

95 RIPPON AVE

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0467	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/30/14, CLAIMING PRINCIPAL RESIDENCE EXEMPTION, NO USE & OCCUPANCY PERMIT ON FILE	10/14/14	OPEN	

Total Enforcements: 1

105 E SHARP ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0446	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - NOT OWNER OCCUPIED	10/02/14	Resolved-No Action	10/06/14

Total Enforcements: 1

80 E SOUTH ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0447	USE AND OCCUPANCY EXPIRED	USE & OCCUPANCY PERMIT EXPIRED - NEW OWNER	10/02/14	VACANT	

Total Enforcements: 1

12 SPRING ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0480	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

154 W ST JOE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0442	USE AND OCCUPANCY EXPIRED	NEW OWNER 2/21/13, U&O PERMIT EXPIRED 10-17-14 OWNER CALLED SENDING APP & FEE AND THEN WILL CALL TO SCHEDULE INSPECTION.	10/01/14	OPEN	

Enforcement List by Address

11/10/14

Total Enforcements: 1

7 STATE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0465	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/24/14, CLAIMING PRINCIPAL RESIDENCE EXEMPTION - USE & OCCUPANCY PERMIT EXPIRED	10/14/14	OPEN	

Total Enforcements: 1

130 STATE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0438	USE AND OCCUPANCY EXPIRED	NEW OWNER	10/01/14	OPEN	

Total Enforcements: 1

104 UNION ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0472	Garbage/Solid Waste	ACCUMULATION OF SOLID WASTE IN GARAGE	10/15/14	OPEN	

Total Enforcements: 1

6 VINE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0478	USE AND OCCUPANCY EXPIRED		10/28/14	OPEN	

Total Enforcements: 1

29 VINE ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0462	USE AND OCCUPANCY EXPIRED	DUPLEX? LAST INSPECTION 2008. NO LONGER DUPLEX	10/10/14	Resolved	10/20/14

Enforcement List by Address

11/10/14

Total Enforcements: 1

177 N WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0441	USE AND OCCUPANCY EXPIRED	NEW OWNER 8/18/11 (TRAVIS CLARK PURCHASING ON LAND CONTRACT), NO USE & OCCUPANCY PERMIT ON FILE (CLAIMING PRE)	10/01/14	OPEN	

Total Enforcements: 1

35 S WEST ST & 35½

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0484	USE AND OCCUPANCY EXPIRED		10/30/14	OPEN	

Total Enforcements: 1

75 S WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0469	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/25/14 CLAIMING PRINCIPAL RESIDENCE EXEMPTION - USE & OCCUPANCY PERMIT EXPIRED (2004 PERMIT)	10/14/14	Resolved	11/03/14

Total Enforcements: 1

158 S WEST ST

<u>CASE #</u>	<u>Category</u>	<u>Complaint Details</u>	<u>Date Filed</u>	<u>Status</u>	<u>Date Closed</u>
E2014-0473	USE AND OCCUPANCY EXPIRED	NEW OWNER 9/19/14, CLAIMING PRINCIPAL RESIDENCE EXEMPTION. NO USE & OCCUPANCY PERMIT ON FILE.	10/16/14	ON HOLD - NEW OWNER	

Total Enforcements: 1

Enforcement List by Address

11/10/14

Records: 46

Enforcement.DateTimeCreated in <Previous month>
[10/01/14 - 10/31/14]



-327-434-03

42 BARRY ST

2014-10-07 CODE ENFORCEMENT



426-303-02

64 BARRY ST

2014-10-07 CODE ENFORCEMENT



2014/10/15 12:10



2014/10/15 12:10

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



2014/10/15 12:10



2014/10/15 12:10

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



2014/10/15 12:10

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



2014/10/15 12:09

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



2014/10/15 12:09

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



2014/10/15 12:08

15-103-26 240 S BROAD ST

2014-10-15 - CODE ENFORCEMENT



135-103-26

240 S BROAD ST

2014-10-15 - CODE ENFORCI



2014.10.21 10:35

426-302-13

20 BUDLONG ST

2014-10-21 CODE ENFORCEM



2014.10.07 12:13

26-302-13

20 BUDLONG ST

2014-10-07 CODE ENFORCEM



2014.10.07 12:13

126-302-13

20 BUDLONG ST

2014-10-07 CODE ENFORCEM



2014.10.07 12:11

26-302-13

20 BUDLONG ST

2014-10-07 CODE ENFORCEM

LAWN
MAINTAINED BY
FIELD ASSETS
SERVICES, LLC
CALL
800-468-1743
WITH ANY
CONCERNS



126-302-13 20 BUDLONG ST 2014-10-07 CODE ENFORCEMI



126-302-13 20 BUDLONG ST 2014-10-07 CODE ENFORCEMI



126-302-13 20 BUDLONG ST 2014-10-07 CODE ENFORCEMI



426-305-02

35 BUDLONG ST

2014-10-07 CODE ENFORCEM



426-303-12

40 BUDLONG ST

2014-10-07 CODE ENFORCEM



426-352-09

67 BUDLONG ST

2014-10-07 CODE ENFORCEM



426-352-11

71 BUDLONG ST

2014-10-07 CODE ENFORCEM



426-351-19

76 BUDLONG ST

2014-10-07 CODE ENFORCEM



426-354-20

120 BUDLONG ST

2013-10-18 CODE ENFORCEM



126-105-11

26 GARDEN ST

2014-10-10 CODE ENFORCEM



426-452-01

3 GREENWOOD ST

2014-10-17 CODE ENFORCEM



426-452-07

37 GREENWOOD ST

2014-10-17 CODE ENFORCEM



426-329-19

39 GRISWOLD ST

2014-10-17 CODE ENFORCEM



426-451-11

141.5 GRISWOLD ST

2014-10-17 CODE ENFORCEM



426-451-12

143 GRISWOLD ST

2014-10-17 CODE ENFORCEMENT



2014/10/23 15:11

26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



2014/10/23 15:11



2014/10/23 15:11

26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



2014/10/23 15:11

26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



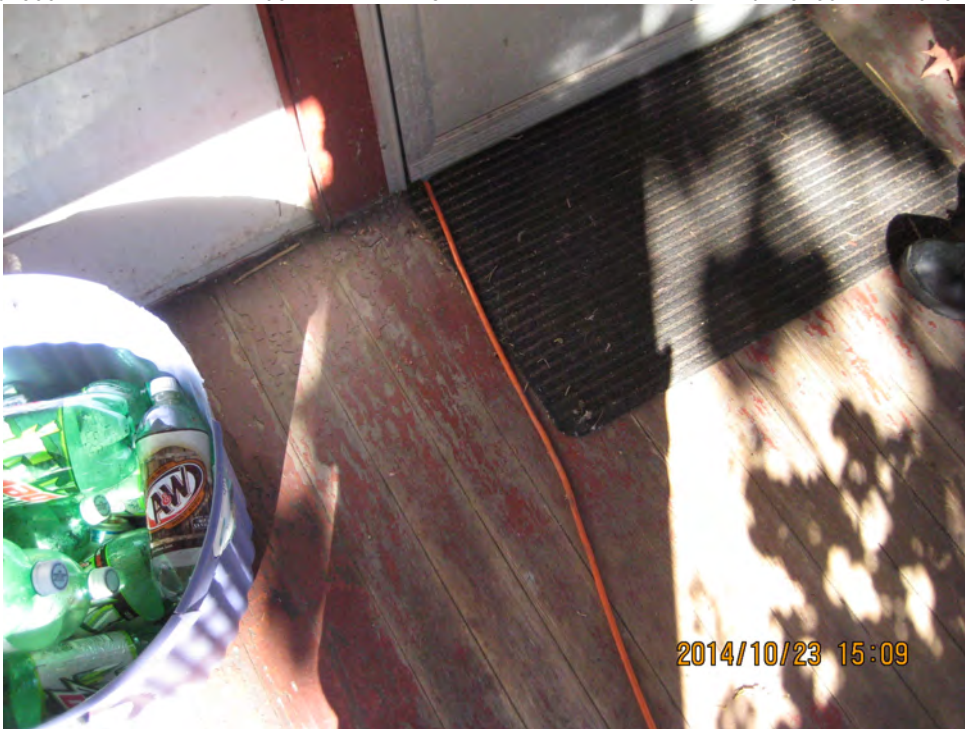
26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEME



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMENT



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMENT



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMENT



26-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMENT



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMI



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMI



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEMI



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126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEM



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEM



126-355-14 83 E HALLETT ST 2014-10-23 CODE ENFORCEM



27-130-11

38 HIGHLAND AVE

2014-10-17 CODE ENFORCEM



27-130-11

38 HIGHLAND AVE

2014-10-17 CODE ENFORCEM



2014/10/21 13:38

.126-105-01 91 HILLSDALE ST 2014-10-21 CODE ENFORCEM



2014/10/21 13:37



2014/10/21 13:37

.126-105-01 91 HILLSDALE ST 2014-10-21 CODE ENFORCEM



08.18.2010

16-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



16-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



16-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



16-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



06-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



06-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



06-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



06-126-101-07

27 HOWDER ST

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06-126-101-07

27 HOWDER ST

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06-126-101-07

27 HOWDER ST

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06-126-101-07

27 HOWDER ST

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06-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



06-126-101-07

27 HOWDER ST

OLD CODE ENFORCEMENT



.26-102-02

47 HOWDER ST & 47½

2014-10-10 CODE ENFORCEM



.26-102-02

47 HOWDER ST & 47½

2014-10-10 CODE ENFORCEM



2014.10.10 14:43

.26-102-04 53 HOWDER ST

2014-10-10 CODE ENFORCEM



2014.10.10 14:42

.26-102-04 53 HOWDER ST

2014-10-10 CODE ENFORCEM



2014.10.10 14:38

.26-102-04 53 HOWDER ST

2014-10-10 CODE ENFORCEM



2014.10.10 14:37

.26-102-04 53 HOWDER ST

2014-10-10 CODE ENFORCEM



426-302-04

41 S HOWELL ST & 41½

2014-10-21 CODE ENFORCEM



426-327-21

17 LUDLAM ST

2014-10-17 CODE ENFORCEMENT



222-452-05

32 MCCLELLAN ST

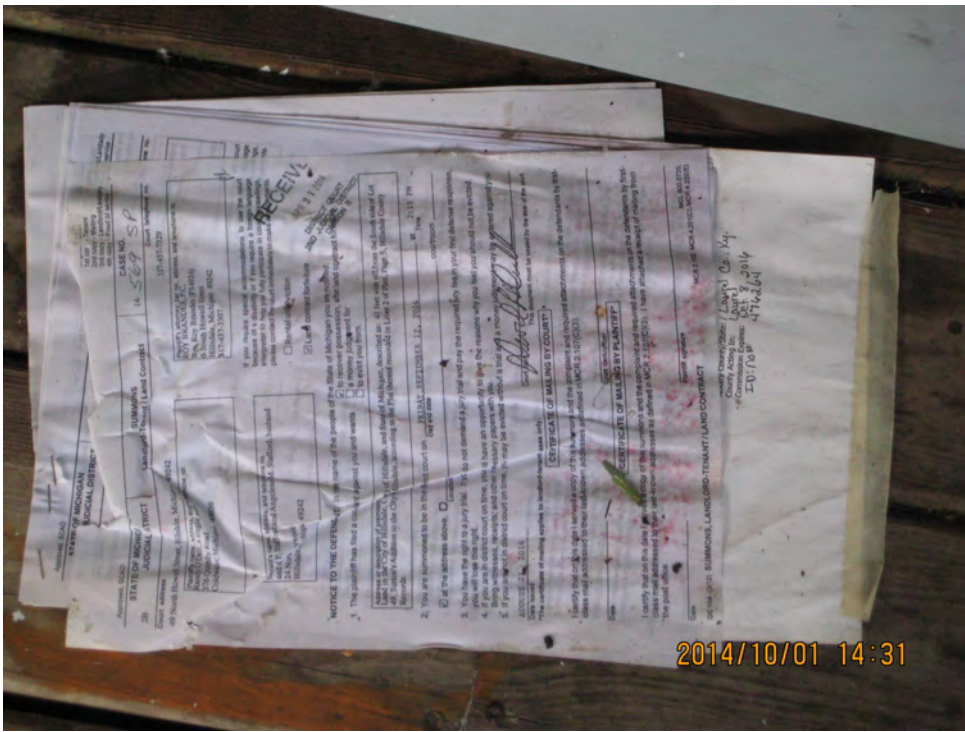
2014-10-08 ASSESSMENT RE



126-107-09

38 MEAD ST

2014-10-10 CODE ENFORCEMENT



2014/10/01 14:31



2014/10/01 14:31

:27-255-28

24 N NORWOOD AVE

2014-10-01 CODE ENFORCEM

24 N NORWOOD AVE

2014-10-01 CODE ENFORCEM



2014/10/01 14:31

:27-255-28

24 N NORWOOD AVE

2014-10-01 CODE ENFORCEM



227-255-25

30 N NORWOOD AVE

2014-10-01 CODE ENFORCEM



27-252-31 82 N NORWOOD AVE 2014-10-30 CODE ENFORCEMENT



27-252-31 82 N NORWOOD AVE 2014-10-30 CODE ENFORCEMENT



27-252-31 82 N NORWOOD AVE 2014-10-30 CODE ENFORCEMENT



.26-102-07

118 OAK ST

2014-10-10 CODE ENFORCEM



.26-102-07

118 OAK ST

2014-10-10 CODE ENFORCEM



2014/10/09 08:50

127-480-02 32 E SHARP ST 2014-10-09 CODE ENFORCEMENT



2014/10/09 08:50



2014/10/09 08:49

127-480-02 32 E SHARP ST 2014-10-09 CODE ENFORCEMENT



2014/10/09 08:49

127-480-02 32 E SHARP ST 2014-10-09 CODE ENFORCEMENT



-327-480-02

32 E SHARP ST

2014-10-09 CODE ENFORCEMENT



-126-108-09

42 UNION ST

2014-10-10 CODE ENFORCEM



-126-105-18

62 UNION ST

2014-10-10 CODE ENFORCEM



2014.10.10 14:52

126-105-16

66 UNION ST & 68

2014-10-10 CODE ENFORCEMENT



2014.10.10 14:52

126-105-16

66 UNION ST & 68

2014-10-10 CODE ENFORCEMENT



26-103-22

104 UNION ST

2014-10-10 CODE ENFORCEME



26-103-22

104 UNION ST

2014-10-10 CODE ENFORCEM



126-107-17

29 VINE ST

2014-10-10 CODE ENFORCEM



126-177-05

55 WILLOW ST

2014-10-01 CODE ENFORCEM

Memo

To: Mayor and Council
From: Rick J. Rose
CC: City Manager
Date: 11/12/2014
Re: Fiber Contract

With the inquiries and instructions received at the last Council meeting I met with the BPU attorney to review and address questions posed by Council person Flannery. After this review the requested changes were submitted to ACD.net for their review. On Monday November 10, 2014 the CEO, CFO, and engineering personnel from ACD.net met and submitted an updated contract for our review. As anyone that has been involved in contract negotiations should know requests for changes will typically open up an opportunity for the counter party to introduce changes of their own. While Mr. Flannery's suggestions were from lack of understanding and all but cosmetic, those changes made NO substantive changes to the agreement. In order to give Mr. Flannery the certainty he requested in the terms of payment, ACD.net took the opportunity to specify 50% due 30 days after contract is signed and the remainder due upon completion of acceptance testing. This results in a substantial financial outlay for the BPU 4 to 6 months before the payments would have been due as understood between the parties in the originally submitted contract.

As this is a substantive change to the contract originally submitted to Council for approval last month, I felt it necessary to take it back to the Board of Public Utilities for further consideration. The Board was appalled that Council would take it upon themselves to interfere with a contract that had Council approved funding for the overall project and just needed Council to simply approve of the Board, staff and legal counsel vetting already complete. While the charter is not a perfect guide post, depending upon who is reading it, coupling the charter and past practice over the last 127 years gives us a pretty clear governance outline to be followed. And this is a failure of that model.

As the changes to the contract will result in significant financial impacts much earlier than we had anticipated in our planning there was considerable discussion about whether we should even move this project forward, but upon reflection the Board determined that this was in the best long term interest of the community and it was hoped that members of City Council could also see this. There was further discussion about how we avoid this type of situation in the future and how to constructively work with Council in the future. To that end the Board has suggested that after the first of the year a joint Council – Board meeting be held with legal counsel to discuss charter responsibilities and governance processes.

On the subject of the stalled fiber contract with ACD.net the Members of the Hillsdale Board of Public Utilities voted unanimously to request Council's approval and Mayor and Clerks signatures on the IRU contract as currently presented, with no further changes to be considered.

IRU DARK FIBER LEASE AGREEMENT

THIS IRU DARK FIBER LEASE AGREEMENT (“**Agreement**”) is made as of the 3rd day of November, 2014, by and between the City of Hillsdale. (“**Lessee**”), a Michigan municipal corporation having a City Hall located at 97 North Broad Street, Hillsdale, MI 49242; and KEPS Technologies, Inc. d/b/a ACD.net. (“**Lessor**”), a Michigan corporation having a principle place of business located at 1800 N Grand River Ave Lansing, MI 48906

RECITALS

WHEREAS, Lessor, shall operate fiber optic communications system (the “**System**”) within a certain geographical area (the “**Service Area**”); and

WHEREAS, Lessee requires dark fiber for its business operations within the Service Area and such services can be provided on the spare capacity of Lessor’s System; and

WHEREAS, subject to the terms and conditions set forth below, Lessor desires to lease dark fiber capacity over the System to Lessee, and Lessee desires to lease such facilities;

WHEREAS, the lease of dark fiber shall constitute an Indefeasible Right of Use (IRU), said dark fiber for the term of the lease.

NOW THEREFORE, in consideration of the foregoing, and of the promises and covenants contained in this Agreement, the parties agree as follows:

- 1. Lease Fibers.** Lessor hereby leases to Lessee on an exclusive basis 48 strands of dark fiber (“**Leased Fibers**”) on the route described in EXHIBIT A attached hereto for the sole purpose of Lessee supporting its business operations.
- 2. Term.** The initial term of this Agreement shall be Twenty (20) years, and thereafter shall renew for One (1) year terms unless otherwise terminated by either party by providing at least 90 days written notice prior to the expiration of the initial term or any renewal period. This Agreement may sooner terminate on (i) the date that Lessor’s (or its successors’ or assigns’) legal ability to operate the System in the Service Area either terminates or is legally impaired, or (ii) the date this Agreement terminates pursuant to Sections 12, 16, or 17 hereof.
- 3. Payments.** Lessee shall pay to Lessor \$165,125.77 one-time fee for use of the fibers. Payments of this fee shall be paid in two installments, 50% within 30 days of acceptance of this IRU, 50% within 30 days of acceptance of fibers. Additional fees include \$200 per month scheduled maintenance of the Leased Fibers which shall begin upon acceptance of the leased fibers by the City of Hillsdale. Emergency maintenance and materials shall be assessed separately on a pro-rata basis. Additional payments due to Lessor under this Section shall increase every five (5) years of the term in an amount equal to the cumulative increase over that five (5) year period of the Consumer Price Index for Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor and Statistics for the Detroit CMSA.



For the terms of this IRU, ACD.net will use the Merriam-Webster definition of Pro Rata

: proportionately according to an exactly calculable factor (as share or liability)
— **pro rata** adjective

<http://www.merriam-webster.com/dictionary/pro%20rata>

i.e. The City of Hillsdale has possession of 48 fibers. If there is a 96 count fiber, The City Hillsdale will be responsible for half, ACD.net for half. If there is a 144 count fiber, The City of Hillsdale will be responsible for one third, ACD.net will be responsible for two thirds.

A handwritten signature in black ink, appearing to be "Steve Schoen", with a long horizontal line extending to the right.

Steve Schoen

President

ACD.net

4. Use of Facilities. Lessee's use of the Leased Fiber shall be limited to supporting its business operations, including but not limited to the supporting the sale of services to third party customers. Lessee shall not use the Leased Fibers in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate related to the System or Lessor's franchises, unless the validity thereof is being contested in good faith and by appropriate proceedings (but only so long as such proceedings and Lessee's use of the Leased Fibers does not, in Lessor's reasonable opinion, involve any risk of the sale, forfeiture, or loss of the System, franchises, pole attachment or conduit agreements, or any part thereof or any interest therein). Lessee shall not do or permit anything to be done with respect to the Leased Fibers that would invalidate or conflict with any insurance policies maintained by Lessor or Lessee covering the Leased Fibers.

Lessee shall have the right to interconnect the Leased Fibers to Lessee's network at the pre-existing splice points and such other points as are mutually agreed upon at Lessee's sole cost and expense (even if splicing performed by Lessor), which will not be unreasonably withheld. If Lessor is utilized to interconnect the Leased Fibers, Lessee agrees to compensate Lessor at a charge of Lessor's cost, plus fifteen percent (15%).

5. Performance and Maintenance.

(a) Lessor shall maintain the System and the Leased Fibers, so that at all times the Leased Fibers perform as designed and within manufactured specifications. Inspection and maintenance of the fiber optic components of the System shall be conducted by Lessor or its subcontractors unless prior arrangements have been made between Lessor and Lessee. Maintenance may be performed at regularly scheduled periods or during emergency periods. Lessee shall at all times cooperate with Lessor and shall make Lessee facilities and the Leased Fiber available for Lessor's performance of maintenance on the System and the Leased Fibers.

(b) Lessor shall be responsible for the costs associated with scheduled maintenance of the System and Leased Fibers. If while conducting this maintenance, Lessor discovers, after good faith discussion and mutual agreement with Lessee, that damage to the System or Leased Fibers has occurred as a result of actions of the Lessee, then the Lessee shall compensate the Lessor for the necessary repairs to the System or Leased Fibers. Lessor shall perform such maintenance on a time-and-materials basis at the rates then in effect at the time services are performed.

(c) Emergency maintenance and materials shall be assessed separately on a pro-rata basis. Where possible, if damage results from a third-party then Lessor shall attempt to recover repair costs from third-party rather than assessing costs on a pro-rata basis.

6. Title. All rights, title and interest in all the Leased Fibers provided by Lessor hereunder shall at all times remain exclusively with the Lessor. All right, title and interest in all facilities and associated equipment paid for and provided by Lessee shall at all times remain exclusively with Lessee. Except as expressly provided elsewhere in this Agreement, Lessor shall retain full operating control and shall continue to hold and be solely responsible for all operating authority of the System and of Lessor's facilities.

7. Liens and Encumbrances. Neither party, directly or indirectly, shall create or impose any lien on the property of the other or on the rights or title relating thereto or any interest therein or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other party.

8. Representations and Covenants Regarding Authorizations.

- (a) Lessee hereby represents, warrants and covenants to Lessor as follows:
 - (i) Lessee is duly organized, validly existing and in good standing under the laws of the State of its incorporation or organization and has full power and authority to execute, deliver and perform the terms of this Agreement.
 - (ii) There is no litigation, proceeding or governmental investigation to which Lessee is a party which could result in any material adverse effect on its ability to perform its obligations under this Agreement.

- (b) Lessor hereby represents, warrants and covenants to Lessee as follows:
 - (i) Lessor is duly organized and validly existing under the laws of the State of Michigan and has full power and authority to execute, deliver and perform the terms of this Agreement.
 - (ii) There is no litigation, proceeding or governmental investigation to which Lessor is a party which could result in any material adverse effect on its ability to perform its obligations under this Agreement.
 - (iii) Lessor has or shall use its best commercial efforts to obtain and maintain all rights, licenses, franchises, governmental regulatory approvals, authorizations, rights-of-way, and other agreements and permissions necessary for the use of the poles, conduit, cable, wire, or other physical plant facilities, as well as any other such rights, licenses, authorizations, right-of-way, and other agreements, easements, or permissions necessary for the installation and use of the Leased Fibers. Lessor shall be solely liable for all costs related thereto.
 - (iv) In the event that the Leased Fibers are unavailable for Lessee's use at anytime during the Term of this Agreement, other than for scheduled or emergency maintenance periods, then Lessor shall provide Lessee with substitute fibers or fiber routes to fulfill its obligations under this Agreement.
 - (v) In the event that there is critical failure or outage of fiber continuity for any lit fiber on the System, Lessor shall, within four (4) hours after receiving a report of any such failure, interruption, or impairment, have personnel on-site who shall take corrective measures in the following order of preference:

1. All fibers identified as public safety or 911 services-related shall be repaired first.
 2. All fibers identified as critical healthcare facility services-related shall be repaired second.
 3. All fibers identified as critical community services-related shall be repaired third.
 4. All fibers identified as priority by contract shall be repaired fourth.
 5. All others active fibers shall be repaired fifth.
 6. All non-active fibers shall be repaired last.
- (vi) Fibers within the System that are not in use at the time of the reported failure or are otherwise deemed non-critical by the Lessor shall be scheduled for repair or corrective measures within Seventy-Two (72) hours after receiving a report of failure, interruption or impairment.

9. Compliance with Law. Each party shall perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations imposed by any governmental authority.

10. Acceptance Testing and Completion

(a) Lessor shall test the Lessee Fibers in accordance with the procedures and standards specified in Exhibit "B" ("Acceptance Testing"). Lessee shall be responsible for the timely completion of any work or installation required in order for it to place the Lessee Fibers into operation (and Lessee's failure to complete such work shall not be grounds for rejection of a Completion Notice). Lessor shall give Lessee thirty (30) days prior notice of the time and location of the Acceptance Testing, and Lessee shall have the right, but not the obligation, at Lessee's cost and expense, to be present to observe the Acceptance Testing. Lessor shall provide Lessee with a copy of such test results. Lessor shall deliver the Leased Fibers to Lessee in conformance with the manufactured specifications.

(b) Upon the successful completion of Acceptance Testing, Lessor shall provide written notice of same to Lessee (a "Completion Notice"). Lessor shall contemporaneously deliver a copy of the results of the Acceptance Testing and Lessee shall, within fifteen (15) days of receipt of the Completion Notice, either accept or reject the Completion Notice (Lessee shall be permitted to reject only if Lessee specifies a material failure of the Leased Fibers to satisfy the requirements of this Agreement) by delivery of written notice to Lessor. In the event Lessee rejects the Completion Notice, Lessor shall promptly, and at no cost of Lessee, commence to remedy the defect or failure specified in Lessee's notice. Thereafter Lessor shall again conduct Acceptance Testing and (if successfully completed) provide Lessee a Completion Notice. The foregoing procedure shall apply again and successively thereafter until Lessor has remedied all defects or failures specified by Lessee. Any failure by Lessee to timely reject a Completion Notice, or any use of the Leased Fibers by Lessee for any purpose other than testing, shall be deemed to constitute acceptance for purposes of this Agreement and Lessee shall be deemed to have delivered a notice of acceptance upon such use or on the fifteenth (15th) day after delivery of the Completion Notice.

11. Relocation of the Facilities. Lessee recognizes that, from time to time, Lessor may elect or be required to relocate the Leased Fibers. If the relocation is for the convenience of Lessor the Lessor shall

be solely responsible for all costs incurred to relocate the Leased Fibers. If the relocation is a requirement by law, contract, loss of right of way, or any other reason beyond Lessors control, the expense will be shared on a prorata basis between Lessor and Lessee. Lessor shall use commercially reasonable efforts to effect any relocation in a manner that shall not cause any material interruption to Lessee's use of the Leased Fibers, where possible

12. Condemnation and Casualty.

(a) Condemnation. If all or any portion of the Leased Fibers are taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Lessee shall be entitled to terminate this Agreement with respect to the Leased Fibers affected. In such event, both parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation by either joint or separate awards for the economic value of their respective interests in the Leased Fiber and shall equitably share any awards as their economic interests appear.

(b) Casualty. If all or any portion of the Leased Fibers are made inoperable and beyond feasible repair due to a Casualty or other Force Majeure Event (as the term is defined in Section 19 below), Lessee shall be entitled to terminate this Agreement with respect to the Leased Fibers affected by such casualty or other event. In such event, both parties shall be entitled to seek to recover the economic value of their respective interests in the Leased Fibers (i) under any insurance policy carried by either party or any third party, or (ii) in either joint or separate actions, from any third party which may be legally responsible for causing such casualty. The parties shall equitably share any recoveries as their economic interests appear. This section shall not apply to any short-term failure, interruption or impairment that, based upon an assessment of the Lessor, can be repaired.

13. Proprietary Information. Each party acknowledges that in the course of the performance of this Agreement, it may have access to and/or may receive from the other party privileged and proprietary information claimed to be unique, secret and confidential, and which constitutes the exclusive property or trade secrets of the other, and the parties acknowledge that they are in a confidential relationship with each other. Confidential information may be presented in documents that may or may not be marked with a restrictive notice, or, otherwise tangibly designated as proprietary or during oral discussions. Each party agrees to maintain the confidentiality of the proprietary information and to use the same degree of care as it uses with regard to its own proprietary information to prevent the disclosure, publication or unauthorized use of the proprietary information. Neither party may duplicate or copy proprietary information of the other party other than to the extent necessary for legitimate business uses in connection with this Agreement. A party shall be excused from these nondisclosure provisions if the proprietary information has been or is subsequently, made public by the other party or is independently developed by such party or if the other party gives its express, prior written consent to the disclosure of the proprietary information or if the disclosure is required by law or regulation. Notwithstanding anything to the contrary in this Agreement, this provision shall survive the termination or expiration of this Agreement.

14. Indemnification.

(a) The Parties shall indemnify and hold harmless each other and each other's affiliates, officers, directors, employees, stockholder, partners and agents of the indemnified Party from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively "Claims") relating to or arising out of:

- (i)
- (ii) any breach by the indemnifying Party of any material obligation or covenant under this Agreement;
- (iii) any claim of any third party resulting from the negligence or willful misconduct of the Indemnifying Party.

Lessee shall indemnify Lessor for the installation, maintenance or operations of Lessee's connections to the Leased Fibers or the conduct or management of Lessee's business with regard to the Leased Fibers or the connections thereto, except to the extent such Damages are caused by Lessor or its agents;

(b) Survival. The provisions of this Section 14 shall survive the termination of this Agreement.

15. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR USE, INCURRED OR SUFFERED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

16. Provision of Insurance Coverage. Each party or its affiliates shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, general liability insurance, with competent and qualified issuing insurance company.

17. Events of Default. Each of the following events shall constitute an event of default (whether any such event shall be voluntary or involuntary or occur by operation of law or pursuant to any judgment, decree, order, rule or regulation of any court or administrative or governmental body):

(a) The failure of Lessee to make any lease payment pursuant to Section 3 hereof or any other payment due hereunder and the continuation of such failure for fifteen (15) days after written notice is given by Lessor demanding such payment;

(b) The failure of either party to carry and maintain insurance in compliance with all provisions of Section 16 hereof;

(c) The failure of either party to perform or observe any material covenant or agreement to be performed or observed by it hereunder, and such failure shall continue substantially unremedied for a period of thirty (30) days after written notice is given to the defaulting party;

(d) A court or governmental authority of competent jurisdiction enters an order appointing, without consent by either party, a custodian, receiver, trustee, intervener, or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up, or liquidation of either party, or if any such petition shall be filed against either party and shall not be dismissed within sixty (60) days thereafter, or an order shall have been issued

granting either party a suspension of payments under applicable law and any such order is not dismissed within sixty (60) days thereafter; or

(e) Either party ceases to have any of the material franchises, licenses, agreements, certificates, concessions, permits, rights or privileges required for the conduct of its business and operations which loss is not remedied by the obtaining of a replacement franchise, license, agreement, certificate, concession, permit, right or privilege within sixty (60) days of the loss thereof, if such loss would have a material adverse effect upon the ability of the party suffering such loss to perform its obligations or enjoy its rights hereunder.

18. Remedies. Upon the occurrence and during the continuance of any event of default, the non-defaulting party may, at its option, declare this Agreement to be in default and may, in addition to any other remedies provided herein, terminate this Agreement. No remedy is intended to be exclusive, but each shall be cumulative and in addition to and may be exercised concurrently with any other remedy available to Lessor or Lessee at law or in equity.

19. Disconnecting from the System. Lessee shall pay any costs associated with disconnecting from the System, and shall ensure that the Leased Fiber and the System connections are left in the condition that existed prior to the Lessee connecting to the System. Lessee agrees that should the Lessor determine, in the Lessor's sole discretion, that upon disconnection the Lessee has not left the Leased Fiber and the System in the condition that existed prior to the Lessee connecting to the System, the Lessor shall restore and repair the Leased Fiber and the System at the sole cost and expense of Lessee.

20. Force Majeure Events. Neither party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or if any other government, including state and local governments having or claiming jurisdiction over such party, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties (collectively, "**FORCE MAJEURE EVENTS**").

21. Obligations of Lessee. In addition to the obligations of Lessee set forth elsewhere in this Agreement, Lessee shall:

(a) have full and complete control, responsibility and liability for the signals distributed over the fiber optic components of the Leased Fibers leased by Lessee or for its benefit;

(b) have full and complete control, responsibility and liability for the purchase, installation, construction and maintenance of the terminals and peripheral equipment connected to capacity on the fiber optic components of the Leased Fibers leased by Lessee;

(c) employ its own employees, agents and/or independent contractors in the handling, storage, retrieval, processing transmitting and/or receiving of any electronic signals distributed over the fiber optic components of the Leased Fibers leased by it;

(d) provide all commercial or other power supplies for the operation of the fiber optic components of the Leased Fibers, terminals and peripheral equipment or facilities used with or connected to the Leased Fibers and located on Lessee's, or its customer's premises;

(e) have full and complete control, responsibility and liability for operating and maintaining any operating authority from any federal, state or local governmental body or agency that relates to the activities of Lessee under this Agreement, including Lessee's lease of channel capacity on the fiber optic components of the Leased Fibers;

(f) maintain all books and records relating to the fiber optic components of the Leased Fibers; and

(g) is responsible for paying any and all existing or future sales, use, excise, franchise, property, or other fees or taxes imposed or levied by any federal, state or local taxing authority, on the Leased Fiber within this IRU, where not exempt.

22. Interest. All payments due from either party to the other under the terms of this Agreement which are not paid when due shall bear interest from the due date (net 30) until paid at an interest rate equal to the lesser of 1-1/2% per month or the maximum lawful rate permitted by law.

23. Assignment. Lessee shall not assign, transfer, delegate or in any other manner dispose of, any of its rights, privileges or obligations under this Agreement except in accordance with section 24 and without the express written consent of Lessor, which consent shall not be unreasonably delayed or withheld. Notwithstanding the above, Lessee shall have the right, without the consent of Lessor, to assign, in whole or in part, this Agreement in connection with any corporate reorganization or to any party in conjunction with a merger, consolidation or sale of all or substantially all of Lessee's assets. Nothing in this Section or in this Agreement shall be construed to restrict Lessee's sale or provision of telecommunications services, circuits, or capacity via the Leased Fibers to third parties or require Lessor's consent therefore.

24. SUBLETTING OF LEASED FIBERS. The Lessee shall have the right to sublet its leased fibers to third-parties upon the following conditions:

- (1) The sublease cannot alter, in any manner, the terms of this Dark Fiber Lease Agreement;
- (2) The Lessor will have no responsibility or liability to the Sublessee.

25. Miscellaneous.

(a) Demarcation Point. A point on one side of which is Lessee's responsibility for liabilities, ensuring connections, and paying for and installing equipment, termed Premise Side; the other side of the Demarcation Point shall be termed Network Side. Lessor shall specify points of demarcation based on the needs of the Lessee.

(b) Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

(c) Captions; Gender. Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

(d) Governing Law and Binding Effect. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Michigan. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Michigan. This Agreement shall bind and inure to the benefit of each of the parties and their successors and permitted assigns.

(e) Waivers and Amendments. This Agreement may not be amended nor shall any waiver, change, modification, consent or discharge be affected, except by an instrument in writing adopted, in the case of an amendment, by each party and, in the case of a waiver, consent or discharge, by the party against whom enforcement of such instrument is sought. Any consent by either party to, or waiver of, a breach by the other party shall not constitute a waiver or consent to any subsequent or different breach. If either party shall fail to enforce a breach of this Agreement by the other party, such failure to enforce shall not be considered consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

(f) Relationship Not a Partnership of an Agency. The Relationship between Lessee and Lessor shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between them.

(g) Notices. All notices, requests, demands, statements, reports and other communications under this Agreement shall be in writing and deemed to be duly delivered, if delivered in person, by overnight courier or by certified or registered mail:

If to Lessee

City Manager
City of Hillsdale
97 North Broad Street
HILLSDALE, MI 49242

If to Lessor:

Steve Schoen
President
1800 N Grand River Ave
Lansing, MI 48906

With a copy to:

Either party hereto may change its mailing address by giving notice to the other pursuant to the provisions of this paragraph.

(h) Disclaimers. There are no agreements, warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

(i) Entire Agreement. This Agreement, including the exhibits, schedules and annexes hereto, which are hereby incorporated by reference and made a part of this Agreement as if they were fully set forth herein, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior agreements and understandings between them as to such subject matter, and there are no restrictions, agreements, arrangements or undertakings, oral or written, between Lessor and Lessee relating to the transactions contemplated hereby which are not fully expressed or referred to herein.

(j) **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforce by any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

26. Special Provisions. This engagement between Lessor and Lessee may require that certain special provisions be added as terms to this Agreement. If this engagement requires such special provisions, they shall be set forth in the attached Exhibit B.

27. Commencement of Lessee Payments. IRU term and Lessee monthly payments shall commence at the time the network becomes serviceable or lessee's electronics are connected, whichever occurs first.

28. Transfer of Ownership. **90 days** prior to the expiration or termination of this 20 year Agreement, Lessee may upon giving 30 days notice to Lessor, and upon payment of \$1.00, take full ownership and title to any Lessee Fiber as specified in the notice. Lessor agrees to execute any documents or other instruments reasonably required by grantee to effectuate such transfer of ownership and title. Notwithstanding transfer of ownership of Lessees Fibers under this paragraph, the rights and responsibilities of the parties will remain the same as set forth in this agreement for the original term of the Agreement with respect to all lessee fibers regardless of whether ownership has transferred or not, including but limited to the rights and responsibilities of the parties. After the term of this agreement and subsequent transfer of ownership, lessee agrees to reimburse lessor for any ongoing or subsequent expenses associated with the transferred fibers and/or it's attachments..

29. IN WITNESS WHEREOF, an intending to be legally bound, the parties have executed this Agreement on the dates indicated below.

By: _____

Name: Kevin Schoen

Title: ACD.Net CEO

Date: _____

By: _____

Name: Scott Sessions

Title: Mayor

Date: _____

By: _____

Name: Michelle Loren

Title: City Clerk

Date: _____

Exhibit B

Special Provisions

Scope of Work: Lessor shall install a 144 fiber cable of which 48 fibers are included in this IRU. Fibers will be installed in accordance with best practices specified by the fiber optic cable manufacturer. The fibers will be installed on utility poles where applicable and direct buried and/or directional bored as allowed by state & local ordinances.

Lessor will provide Construction drawings and details upon completion of Design and Engineering process detailed in the Project Timeline. Lessor will provide OTDR turn up and test plan documentation. Lessor shall provide a detailed construction schedule upon completion of the Design and Engineering for each segment of Fiber.

City of Hillsdale Agenda Item Summary

Meeting Date: November 17, 2014

Agenda Item #10: New Business

SUBJECT : Audit of Minimum Assessing Requirements (AMAR)

BACKGROUND PROVIDED BY STAFF (Kimberly Thomas, Assessor)

The State Tax Commission began a program a few years ago wherein they are conducting an Audit of Minimum Assessing Requirements (AMAR) of local units of government. On February 13, 2014, the Assessor was notified that the 2013 assessment rolls for all local units in Hillsdale County would be audited by Tax Management Associates under a contract with the State Tax Commission. On October 27, 2014, the City Manager received the results of that audit (see attached). Many of the deficiencies listed had already been identified during my initial review of the assessing practices when I was hired in May of 2013 and have already been addressed or are in the process of being addressed by the assessor.

One deficiency that had not been addressed is a policy regarding public inspection of records approved by the Township Board (City Council).

RECOMMENDATION:

Staff recommends that Council adopt the attached policy for public inspection of records.

City of Hillsdale

Policy for Public Inspection of Records

Public Inspection of Records

Upon receiving a verbal request to inspect public records, the city shall furnish the requesting person with a reasonable opportunity and reasonable facilities for inspection and examination of its public records.

A person shall be allowed to inspect public records during usual business hours, not less than four hours per day. The public does not have unlimited access to city offices or facilities, and a person may be required to inspect records at a specified counter or table, and in view of city personnel.

City officials, appointees, staff or consultants/contractors assisting with inspection of public records shall inform any person inspecting records that only pencils, and no pens or ink, may be used to take notes.

In coordination with the official responsible for the records, the FOIA coordinator shall determine on a case-by-case basis when the city will provide copies of original records, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection.

The City Manager is responsible for identifying if records or information requested by the public is stored in digital files or e-mail, even if the public does not specifically request a digital file or e-mail.

A person cannot remove books, records or files from the place the city has provided for the inspection.

No documents shall be removed from the office of the custodian of those documents without permission of that custodian, except by court order, subpoena or for audit purposes. The official shall be given a receipt listing the records being removed. Documents may be removed from the office of the custodian of those documents with permission of that custodian to accommodate public inspection of those documents.

Copies May Be Required to Enable Public Inspection of Records

In coordination with the official responsible for the records, the FOIA coordinator will determine by policy, on a case-by-case basis, or both when the city will provide copies of original records, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection. A fee may be charged for copies made to enable public inspection of records, according to the city's FOIA policy.

Adopted in open Council this 17th day of November, 2014

Michelle Loren, Deputy Clerk

Scott Sessions, Mayor



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

R. KEVIN CLINTON
STATE TREASURER

October 27, 2014

Linda Brown, City Manager
City of Hillsdale, Hillsdale County
97 N. Broad Street
Hillsdale, MI 49242

Dear Ms. Brown,

As you are aware, Tax Management and Associates recently conducted an Audit of Minimum Assessing Requirements (AMAR) for the State Tax Commission. The audit indicated that the City of Hillsdale does not meet the minimum requirements in one or more of the following areas and will need to be corrected:

- ① Policy regarding public inspection of records must be approved by Township Board
2. Form L-4035a – Taxable Value Calculations Worksheet was not properly completed and made part of the Board of Review record for valuation changes
- ✓3. Lack of Land Value Maps
- ✓4. Lack of documented Land Value Determinations
5. True cash value as indicated on the assessment roll does not agree with the true cash value on the record cards

Please provide a corrective action plan no later than December 15, 2014 outlining the steps as well as the deadlines of when the City of Hillsdale will be correcting the deficiencies.

For your review, enclosed is a copy of your 2013 AMAR. An electronic version of the form detailing the requirements is also available on the State Tax Commission's website.

If you have any questions, please do not hesitate to contact me at 517-335-3429.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelli Sobel".

Kelli Sobel, Executive Director
State Tax Commission

Cc: City Clerk
Equalization Director
Field Supervisor

Enclosure: 2013 AMAR Review



CITY OF HILLSDALE

97 NORTH BROAD STREET
HILLSDALE, MICHIGAN 49242-1695

(517) 437-6443 • FAX: (517) 437-6450

November 13, 2014

Kelli Sobel, Executive Director
State Tax Commission
PO Box 30471
Lansing, MI 48909

I have reviewed the letter from the State Tax Commission dated October 27, 2014 regarding the results of the AMAR for the City of Hillsdale. Following is my plan to address the deficiencies identified:

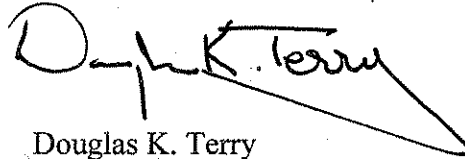
I have prepared a policy for public inspection of records to be adopted by City Council at their AMAR Corrective Action Plan to be submitted to the State Tax Commission no later than December 15, 2014

1. Next regular meeting scheduled for November 17, 2014.
2. As the audit results indicated, the Board of Review has improved their use of the L-4035a, but will require more education on this topic. I will share the results of the audit with them and make sure they understand the requirement and purpose of using this form going forward. I will also be more vigilant in checking their records prior to closing the files for each of their meetings to be sure the form has been completed as needed.
3. The City of Hillsdale entered into a contract on December 10, 2013 with the Hillsdale County Equalization Department for parcel mapping services. Under this contract, County Equalization is assisting the City with updating and improving our parcel maps and in creating specific use maps as needed, including annual **Land Value Maps**.
4. **Land Value Determinations** were calculated based on recent sales for the 2014 assessment roll and are documented in the form of spreadsheets and vacant sale maps. I have also analyzed new sales for use in the 2015 assessment determinations currently in progress.
5. Since I started in May of 2013, I have been reviewing the data entry on land values so that the **true cash values** indicated on the assessment rolls are supported and annually adjusted based on current sales. This has been and will continue to be a time-consuming process. My own audit identified 1,614 adjustments and/or flat land values out of 2,639 real parcels, or 61% of my current database. I have found that even parcels without easily-identified issues with their land values may not have

been calculated accurately due to incorrect or incomplete data entry. I am also trying to more accurately define the boundaries and hopefully consolidate some of the 48 land table neighborhoods currently being used. My goal is to have properly calculated and supported land values within 2 years.

Please let me know if this plan meets with your approval. If you should have any questions, please do not hesitate to contact me.

CITY OF HILLSDALE

A handwritten signature in black ink that reads "Douglas K. Terry". The signature is written in a cursive style with a large, sweeping loop at the end of the name.

Douglas K. Terry
Manager

RESOLUTION _____

WHEREAS, according to the Hillsdale City Charter the City Council shall provide by resolution a statement indicating the time, place and frequency of the Council meetings, and

WHEREAS, the City Council is now declaring its schedule.

NOW, THEREFORE BE IT RESOLVED that the Hillsdale City Council declares that their 2015 meetings shall be at 7:00 p.m. in Council Chambers as follows:

January 5, 2015	July 6, 2015
January 19, 2015	July 20, 2015
February 2, 2015	August 3, 2015
February 16, 2015	August 17, 2015
March 2, 2015	September 7, 2015
March 16, 2015	September 21, 2015
April 6, 2015	October 5, 2015
April 20, 2015	October 19, 2015
May 4, 2015	November 2, 2015
May 18, 2015	November 16, 2015
June 1, 2015	December 7, 2015
June 15, 2015	December 21, 2015

Passed in regular open Council session this 17th day of November, 2014.

Scott Sessions, Mayor

ATTEST:

Michelle Loren, Deputy Clerk

APPOINTMENTS

PLANNING COMMISSION

APPOINTMENT

Jonathan Smith – 3 year term expiring in November 2017

REAPPOINTMENT

Laura Smith – 3 year term expiring in November 2017

ZONING BOARD OF APPEALS

APPOINTMENT

Kerry Laycock – 3 year term expiring in November 2017 (PC Rep)

Richard Smith – 3 year term expiring in November 2017

Patricia Bart – 3 year term expiring in November 2017

BOARD OF PUBLIC UTILITIES

REAPPOINTMENT

Robert Batt – 5 year term expiring in May 2019

OFFICER COMPENSATION

APPOINTMENT

JoAnne Miller – 5 year term (filling vacancy) term expiring November 2018

Hillsdale Police Department - 2nd Quarter 2014
(April-May-June Data)

		2014	2013
Traffic	Accidents - Property Damage / PI	54	45
	Accidents - Fatalities	0	1
	Traffic Citations	57	107
Time Expenditure in Hours	Patrol	1,835	2,240
	Traffic Complaints	294	438
	Investigations	1,392	1,306
	Report Writing	774	783
	Reserve Hours Worked	29	35
Assistance	General & Other Agencies	352	371
	Property Inspections, Building Checks	4,548	6,004
	Civil/ Neighborhood Disputes	216	250
Group A Crimes	Murder/Manslaughter	0	0
	Kidnapping	1	0
	Sex Offenses (All)	4	2
	Robbery	0	0
	Assault/Stalking	20	29
	Arson	0	0
	Burglary	10	10
	Larceny/Retail Fraud	39	34
	Motor Vehicle Theft	0	1
	Fraud/Forgery	16	8
	Damage to Property	23	37
	Narcotics	20	24
	Weapons	2	2
Group B Crimes	Bad Checks	4	6
	Family	3	2
	Liquor Law Violations	3	2
	OUIL	8	21
	Public Peace/Disorderly	48	72
	Health & Safety/Code Enforcement	41	32
	Obstructing Police & Justice	31	45
Incidents	Total - Group A Crimes	135	147
	Total - Group B Crimes	138	180
	Total - All Calls for Service	2,332	2,434
Arrests	Felony - Adult	23	42
	Misdemeanor - Adult	53	111
	Juvenile Complaints	38	37
	Total Arrests	114	190
Collections	Parking Tickets (\$)	\$460	\$530
	Improper Parking Tickets Issued	25	37