



IF YOU WISH TO ADDRESS THE CITY COUNCIL,  
PLEASE COMPLETE FORM LOCATED ON DESK AT ENTRANCE AND PASS TO MAYOR.

## AGENDA - SPECIAL CITY COUNCIL MEETING

May 17, 2016

6:30 p.m.

1. **CALL TO ORDER.**
  2. **PLEDGE OF ALLEGIANCE**
  3. **ROLL CALL.**
  4. **ADOPTION OF AGENDA.**
  5. **CITIZEN COMMENTS (3-Minute Limit).**
  6. **NEW BUSINESS.**
    - A. **Revocable License from Elaine and Jerry Limited Dividend, 101 E. Michigan Avenue for an ADA Ramp.**

**Recommendation:** Approve a Revocable License requested by Elaine and Jerry Limited Dividend Housing Association, LLC, for an entrance ramp and overhanging awning over the door adjacent to the west wall of the subject building within the Mechanic Street right-of-way at 101 E. Michigan Avenue and authorize the Mayor and City Treasurer/Clerk to execute the appropriate document(s).
    - B. **Revocable License from Elaine and Jerry Limited Dividend, 101 E. Michigan Avenue for awnings.**

**Recommendation:** Approve a Revocable License requested by Elaine and Jerry Limited Dividend Housing Association, LLC, for awnings over all ground floor windows on the west and north walls of the subject building within the public right-of-ways for both Mechanic Street and Michigan Avenue at 101 E. Michigan Avenue, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate document(s).
- \*It is recommended that approval of the Revocable Licenses be conditional upon the building's ground level windows being replaced in a manner approved by the Zoning Administrator with clear transparent glass (without tint, gas or colorization).**

**C. Mowing and Turf Management Contract.**

**Recommendation:** Terminate the current parks and cemetery mowing contract with Vaquera Construction and Landscape, Chelsea, Michigan, for failure to deliver work to the City within the specified time, and award the 2016 contract for parks and cemetery mowing, including turf maintenance, from May 18 to October 30, 2016, to the second lowest bidder, Picture Perfect Lawn Care LLC, Jackson, Michigan, in the amount of \$124,702.00.

**7. ADJOURNMENT.**

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burch, City Manager  
**DATE:** May 17, 2016  
**SUBJECT:** **Approve two Revocable License for exterior improvements to the Elaine Apartments building within the Mechanic Street and Michigan Avenue right-of-ways.**

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**Recommendations:**

- 1) **Approve a Revocable License requested by Elaine and Jerry Limited Dividend Housing Association, LLC for an entrance ramp and overhanging awning over the door adjacent to the west wall of the subject building within the Mechanic Street right-of-way at 101 E. Michigan Avenue and authorization for the Mayor and City Clerk/Treasurer to execute the appropriate documents in accordance with the recommendation of the City Engineer.**
- 2) **Approve a Revocable License requested by Elaine and Jerry Limited Dividend Housing Association, LLC for awnings over all ground floor windows on the west and north walls of the subject building within the public right-of-ways for both Mechanic Street and Michigan Avenue and authorization for the Mayor and City Clerk/Treasurer to execute the appropriate documents in accordance with the recommendation of the City Engineer.**

**It is recommended that approval of the Revocable Licenses be conditional upon the building's ground level windows being replaced in a manner approved by the Zoning Administrator with clear transparent glass (without tint, gas or colorization).**

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License for an exterior entrance ramp and awnings at the Elaine Apartments within the public right-of-ways for Mechanic Street and Michigan Avenue.

I recommend approval of the Revocable License with the condition upon the building's ground level windows being replaced in a manner approved by the Zoning Administrator to be clear glass transparent glass (without tint, gas or colorization) so that the interior of the ground level floor is visible from the exterior. Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager

**FROM:** Jon H. Dowling, P.E., City Engineer

**DATE:** May 17, 2016

**RECOMMENDATION:** Approve two separate Revocable License requested by Elaine and Jerry Limited Dividend Housing Association, LLC for an exterior entrance ramp and awnings over ground floor windows within the public right-of-ways adjacent to the west and north walls of the Elaine Apartments building at 101 E. Michigan Avenue, and authorization for the Mayor and City Clerk/Treasurer to execute the appropriate documents in accordance with the recommendation of the City Engineer.

### SUMMARY

Revocable Licenses have been requested by Elaine and Jerry Limited Dividend Housing Association, LLC for an exterior entrance ramp with an overhanging awning within the Mechanic Street right-of-way. The entrance ramp will be attached to the west wall of the Elaine Apartments building located at 101 E. Michigan Avenue. A Revocable License has also been requested for awnings over all ground floor windows within the Mechanic Street and Michigan Avenue public right-of-ways.

### BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated with the ramp and awnings referenced in the requested Revocable Licenses.

### HISTORY, BACKGROUND and DISCUSSION

The proposed ramp and awnings will be installed as part of the ongoing project to renovate the Elaine Apartments building. The proposed ramp will replace the ramp that has served as the barrier free entrance to the building prior to the start of the current renovation project. The previous ramp was installed in accordance with a revocable license that was issued in 2001. The awnings will complement the historic form for this building and return it to its original 1916 appearance.

### DISCUSSION OF THE ISSUE

A ramp is necessary to provide a barrier-free ADA compliant entrance to the building. Records show that the building was originally constructed in 1916. As construction standards and barrier-free access requirements a century ago were not what they are today, steps were installed at the entrances to the building. To make the building accessible by today's standards, a ramp must be installed. The most reasonable location for the ramp is on the exterior of the building as modifications for a ramp on the interior may have structural impacts that, due to the age and construction type of the building, would likely be cost prohibitive to mitigate.

### POSITIONS

Engineering recommends approval of the two Revocable Licenses requested by Elaine and Jerry Limited Dividend Housing Association, LLC and that the Mayor and City Clerk/Treasurer be authorized to execute the appropriate documents.

Ramp

## REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to Elaine and Jerry Limited Dividend Housing Association, LLC a Michigan limited liability company, with offices at 35 Research Drive, Suite 300, Ann Arbor, Michigan 48103, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's Mechanic Street right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as 101 E. Michigan Avenue, Jackson, Michigan, an entry ramp with an overhanging awning on the west face of the building (hereinafter structure). The design, configuration and location of said structure is more precisely described upon EXHIBITS A and B, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall replace all ground floor windows in the building at 101 E. Michigan Avenue in a manner approved by the City of Jackson Zoning Administrator with clear transparent glass (without tint, gas or colorization).
2. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
3. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.
4. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.
5. Licensee agrees to keep the structure in good repair and condition at all times.

6. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

7. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

8. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$500,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

9. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

10. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

11. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

12. If Licensee fails to comply with a Notice of Revocation or any covenant herein, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

13. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

14. This Revocable License is a personal license, and shall not be assigned by Licensee. The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LICENSOR:**  
CITY OF JACKSON, a  
Michigan Municipal Corporation

By \_\_\_\_\_  
William C. Jors, Mayor

By \_\_\_\_\_  
Andrew J. Wrozek, Jr. City Treasurer/Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Williams C. Jors and Andrew J. Wrozek, Jr., the Mayor and City Treasurer/Clerk of the City of  
Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Acknowledged and Agreed

**LICENSEE:**

\_\_\_\_\_  
By: Robert Jacobson  
(type name here)

Its Managing Member

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Robert Jacobson, the Managing Member of the Elaine and Jerry Limited Dividend Housing  
Association LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Drafted by:  
Bethany M. Smith (P57913)  
City Attorney  
161 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-4050

When recorded return to:  
City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201

Awnings.

## REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to Elaine and Jerry Limited Dividend Housing Association, LLC a Michigan limited liability company, with offices at 35 Research Drive, Suite 300, Ann Arbor, Michigan 48103, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's Mechanic Street right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as 101 E. Michigan Avenue, Jackson, Michigan, awnings over all ground level windows on both the west and north faces of the building (hereinafter structure). The design, configuration and location of said structure is more precisely described upon EXHIBITS A and B, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall replace all ground floor windows in the building at 101 E. Michigan Avenue in a manner approved by the City of Jackson Zoning Administrator with clear transparent glass (without tint, gas or colorization).
2. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
3. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.
4. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.
5. Licensee agrees to keep the structure in good repair and condition at all times.

6. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

7. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

8. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$500,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

9. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

10. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

11. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

12. If Licensee fails to comply with a Notice of Revocation or any covenant herein, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

13. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

14. This Revocable License is a personal license, and shall not be assigned by Licensee. The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LICENSOR:**  
CITY OF JACKSON, a  
Michigan Municipal Corporation

By \_\_\_\_\_  
William C. Jors, Mayor

By \_\_\_\_\_  
Andrew J. Wrozek, Jr. City Treasurer/Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Williams C. Jors and Andrew J. Wrozek, Jr., the Mayor and City Treasurer/Clerk of the City of  
Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Acknowledged and Agreed

**LICENSEE:**

\_\_\_\_\_  
By: Robert Jacobson  
(type name here)

Its Managing Member

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by Robert Jacobson, the Managing Member of the Elaine and Jerry Limited Dividend Housing  
Association LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Drafted by:  
Bethany M. Smith (P57913)  
City Attorney  
161 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-4050

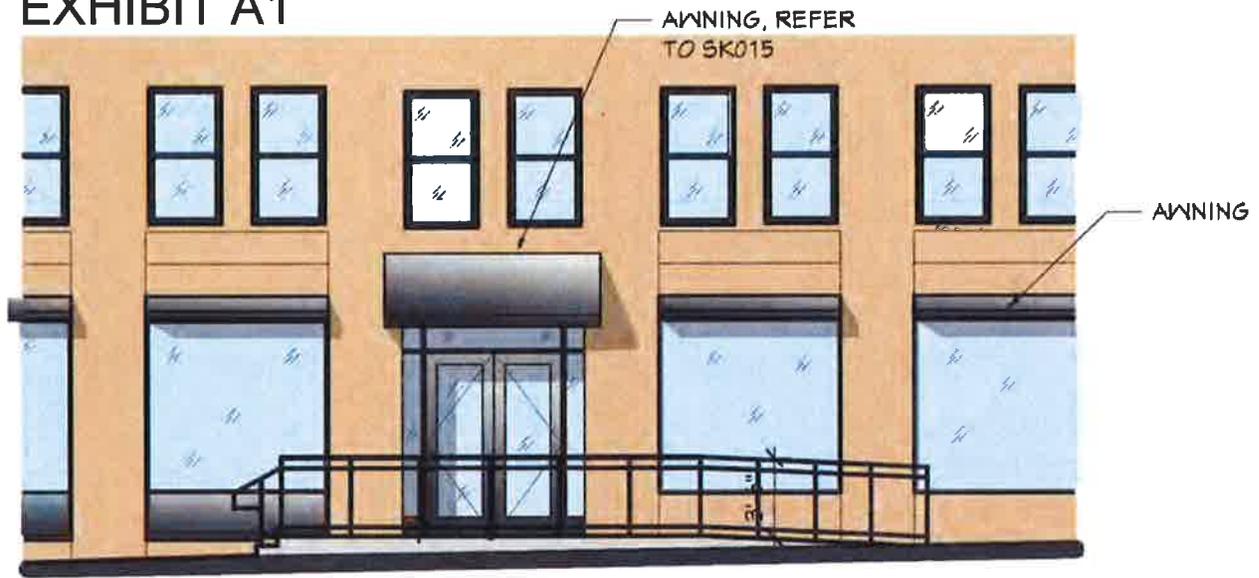
When recorded return to:  
City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201

ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

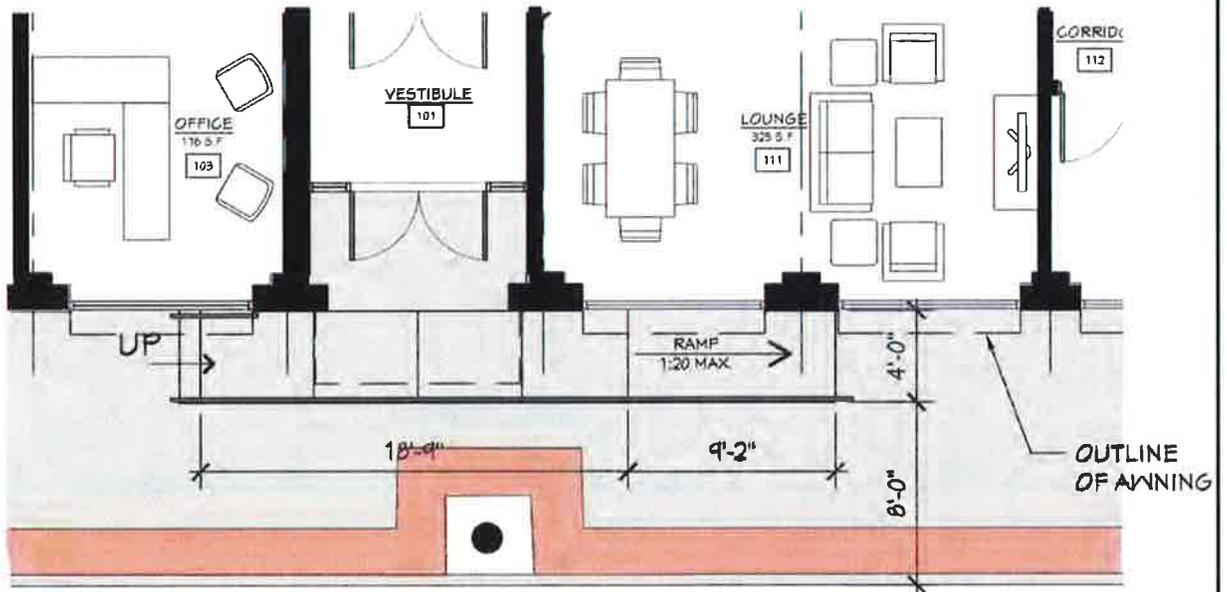
The west 33 feet of the north 66 feet of Lot 1, Block 1 South, Range 2 East of the Original Plat of the Village of Jacksonburg.

# EXHIBIT A1



## ENTRY RAMP ELEVATION

SCALE: 1/4" = 1'-0"



## PARTIAL PLAN @ ENTRY RAMP

SCALE: 1/4" = 1'-0"

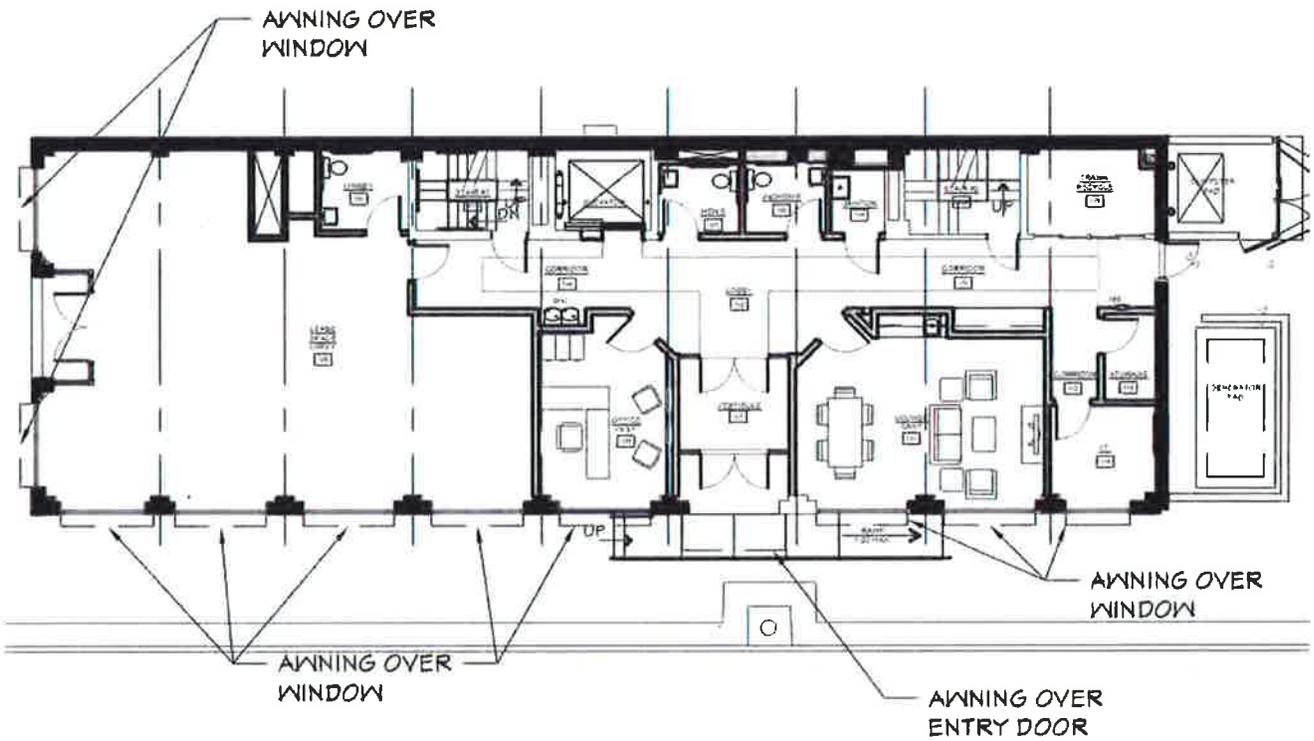


RENOVATION FOR:  
**ELAINE & JERRY LDHA LLC**  
 101 E. MICHIGAN JACKSON, MI

PROJECT #	0279-13
DATE	05.13.2016
DRAWN BY	GAB

SKETCH NO.  
**SK014**

# EXHIBIT A2



## 1ST FLOOR PLAN (AWNING LOCATIONS)

SCALE: 1/16" = 1'-0"

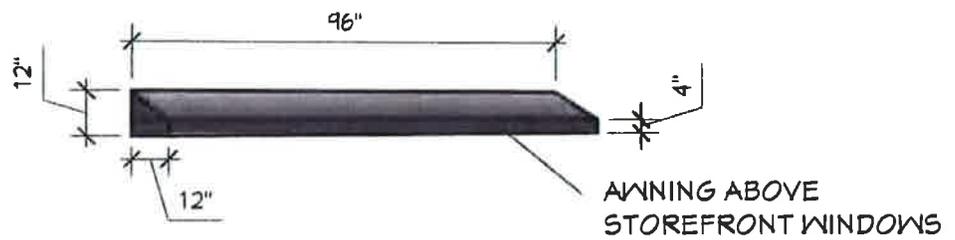
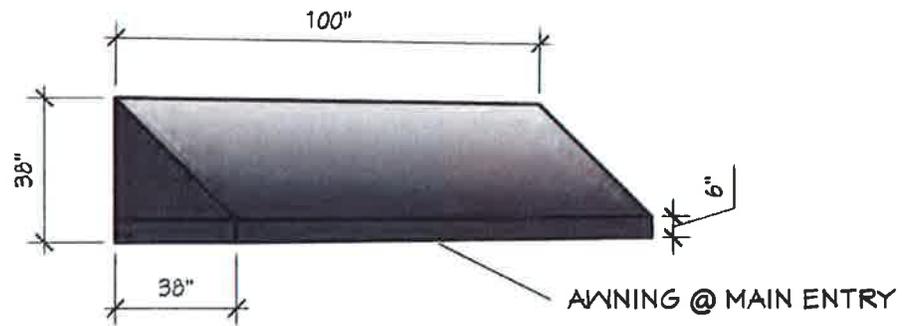


RENOVATION FOR:  
**ELAINE & JERRY LDHA LLC**  
 101 E. MICHIGAN JACKSON, MI

PROJECT #	0279-13
DATE	05.13.2016
DRAWN BY	GAB

SKETCH NO.  
**SK016**

# EXHIBIT B



## AWNING DETAILS

SCALE: 1/4" = 1'-0"

Sunbrella Acrylic Fabric Awnings  
Color: Black



RENOVATION FOR:  
**ELAINE & JERRY LDHA LLC**  
101 E. MICHIGAN JACKSON, MI

PROJECT #	0279-13
DATE	05.13.2016
DRAWN BY	GAB

SKETCH NO.  
**SK015**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2016

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

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

<b>PRODUCER</b> <b>Griffin Smalley &amp; Wilkerson</b> 37000 Grand River Ave. Suite 150 Farmington Hills MI 48333-2999	<b>CONTACT NAME:</b> Eileen Burden <b>PHONE (A/C, No, Ext):</b> (248) 471-0970 <b>E-MAIL ADDRESS:</b> eburden@gswins.com	<b>FAX (A/C, No):</b> (248) 471-0641	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Elaine and Jerry LDHA LLC</b> 35 Research Drive Ste 300 Ann Arbor MI 48103	<b>INSURER A</b> Allied Insurance Company		<b>NAIC #</b> 19410
	<b>INSURER B</b> Commerce and Industry Insurance		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 15/16 Liability

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACP3006999798	7/23/2015	7/23/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Project Aggregate \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3006999798	7/23/2015	7/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE020682380	7/23/2015	7/23/2016	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Designated Premised: 101 East Michigan Avenue, Jackson, MI 48201.

Where required by written contract, City of Jackson is additional insured for General Liability (GL) arising out of ongoing operations

**CERTIFICATE HOLDER****CANCELLATION**

City of Jackson 161 W. Michigan Ave. Jackson, MI 49201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  T. J. Griffin/EJB
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ACORD 25 (2014/01)

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INS025 (201401)

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick H. Burch, City Manager *PHB*  
**DATE:** May 17, 2016  
**SUBJECT:** Mowing and Turf Management Contract

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**Recommendation:**

Terminate the current parks and cemetery mowing contract with Vaquera Construction and Landscape of Chelsea, Michigan, for failure to deliver work to the City within a specified time, and award a 2016 contract for parks and cemetery mowing and including turf maintenance from May 18 to October 30, 2016, to the second lowest bidder, Picture Perfect Lawn Care LLC, Jackson, Michigan, in the amount of \$124,702.00.

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries, regarding the mowing and turf management contract.

We recommend approval of the lowest bid for lawn mowing and turf maintenance City Parks and Cemeteries from May 18 - October 30, 2016, to Picture Perfect Lawn Care LLC, Jackson, Michigan. The difference between the bid and the next higher is \$14,037.60. While the new contract is more money, City Administration is currently considering action against the low bidder for failure to deliver work to the City within the specified time.

Your consideration and concurrence is appreciated.

PHB

## DEPARTMENTAL REPORT

**MEMO TO:** Patrick Burtch, City Manager  
**FROM:** Kelli Hoover, Director Parks, Recreation and Cemeteries  
**DATE:** May 17, 2016

**RECOMMENDATION:** Terminate the current contract with Vaquera Construction and Landscape of Chelsea, Michigan, for failure to deliver work to the City within a specified time, and award the 2016 contract for parks and cemetery mowing, including turf maintenance, from May 18 to October 30, 2016, to the second lowest bidder, Picture Perfect Lawn Care LLC, Jackson, Michigan in the amount of \$124,702.00.

### SUMMARY

The City of Jackson Parks, Recreation and Cemeteries Department opened sealed bids March 15, 2016 for the mowing and turf maintenance in the City Parks and Cemeteries. The bid included caveats for inclement weather and changes within the mowing schedule and special event considerations.

### BUDGETARY CONSIDERATIONS

The lowest bid out of seven total received was Vaquera Construction and Landscape.

Vaquera Construction and Landscape of Chelsea, Michigan	\$110,664.40
Picture Perfect Lawn Care LLC of Jackson, Michigan	\$124,702.00
United Landscape Inc. of Washington Township, Michigan	\$129,225.00
ABC Lawn and Snowplowing of Jackson, Michigan	\$129,789.00
Greener Solutions Lawn and Landscape of Jackson, Michigan	\$178,627.00
Alpha & Omega Construction Co. of Jackson, Michigan	\$277,159.00
International Hauling of Jackson, Michigan	\$965,536.00

This project is included in the annual budget. The original bid from Vaquera Construction and Landscape in the amount of \$110,664.40, covered mowing from April 1-October 30, 2016. The contract was awarded at the April 26, 2016 City Council meeting to Vaquera Construction and Landscape. Due to failure to deliver work to the City within a specified time, it is now necessary to terminate the original contract with Vaquera Construction and Landscape, and I am recommending awarding the contract to the second lowest bidder, Picture Perfect Lawn Care LLL at a difference of \$14,037.60, for a total amount of \$124,702.00.

## HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Parks, Recreation and Cemeteries Department started contracting the mowing two years ago with much success. The 2016 contract would include turf management in several parks and cemeteries.

## DISCUSSION OF THE ISSUE

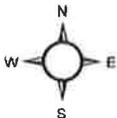
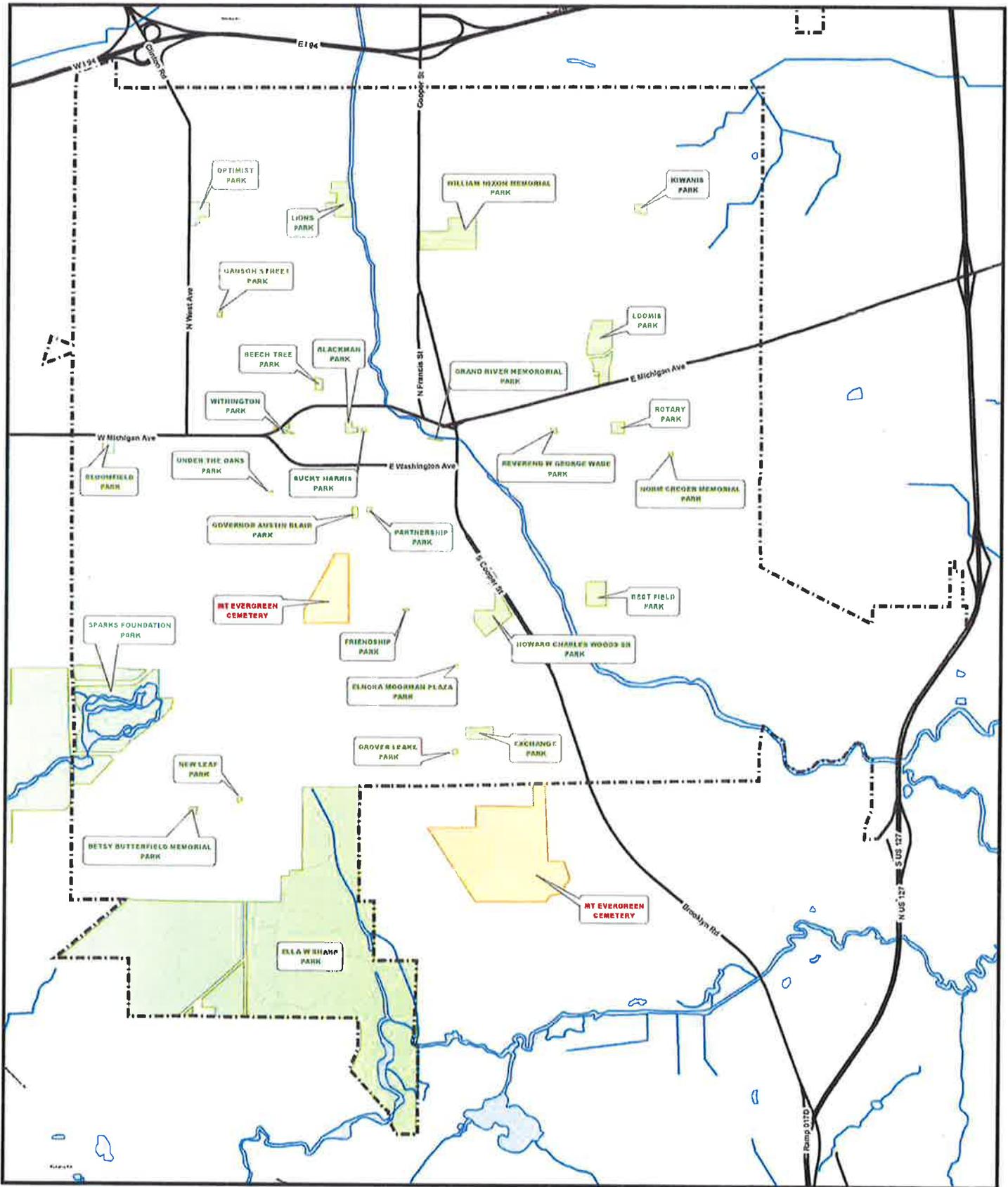
The mowing and turf management contract is important to assure quality work and community pride in the Parks and Cemeteries Department.

## POSITIONS

I recommend terminating our current contract with Vaquera Construction and Landscape of Chelsea, Michigan, for failure to deliver work to the City within the specified time, and awarding the contract to second lowest bidder, Picture Perfect Lawn Care LLC, Jackson, Michigan, in the amount of \$124,702.00. City Administration is currently considering action against Vaquera Construction and Landscape for the difference between the original bid of \$110,664.40, and the second lowest bid in the amount of \$124,702.00, totaling \$14,037.60.

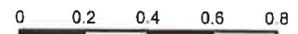
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## ATTACHMENTS



**JACKSON**  
 Founded 1829

**CITY OF JACKSON  
 PARKS AND CEMETERIES**



Miles

Date Prepared: April 4th, 2106